



# TLC Insurance Tracks & Treads Turbo & On Road Plus Change Document

## On Road Plus Changes:

Below we have outlined the differences between the On Road Plus Wording version 360TLCORPV221 and version 360TLCORPV325.

Section	Current Wording (360TLCORPV221)	Updated Wording (360TLCORPV325)
On Road® Plus	<p>Insurance administered and issued by TLC INSURANCE LIMITED, underwritten by BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (inc. in Nebraska, USA)</p> <p>THIS POLICY OF INSURANCE confirms that in return for payment of the premium shown in the <b>schedule</b>, <b>we</b> have agreed to insure <b>you</b>, in accordance with the details shown in the <b>schedule</b> in conjunction with this Policy wording.</p> <p>In accepting this Insurance, the Underwriters have relied on the information and statements that <b>you</b> have provided on the Proposal Form (or subsequent renewal declaration). <b>You</b> should carefully read this Policy wording and the <b>schedule</b> attached hereto, and if it is not correct please contact <b>us</b>. It is an important document and <b>you</b> should keep it in a safe place with all other papers relating to this Insurance.</p> <p>This Policy of Insurance is issued by TLC Insurance Limited in accordance</p>	<p>Insurance administered and issued by TLC INSURANCE LIMITED, underwritten by AIG Insurance New Zealand Limited.</p> <p>THIS POLICY OF INSURANCE confirms that in return for payment of the premium shown in the <b>Schedule</b>, <b>We</b> have agreed to insure <b>You</b>, in accordance with the details shown in the <b>Schedule</b> in conjunction with this Policy wording.</p> <p>In accepting this Insurance, the Underwriters have relied on the information and statements that <b>You</b> have provided on the Proposal Form (or subsequent renewal declaration). <b>You</b> should carefully read this Policy wording and the <b>Schedule</b> attached hereto, and if it is not correct please contact <b>Us</b>. It is an important document and <b>You</b> should keep it in a safe place with all other papers relating to this Insurance.</p> <p>This Policy of Insurance is issued by TLC Insurance Limited in accordance with the authority granted to them by AIG Insurance New Zealand Limited.</p>



	with the authority granted to them by Berkshire Hathaway Specialty Insurance Company (inc. in Nebraska, USA).	
How To Make a Claim – New		For all claims enquiries, <b>You</b> can contact TLC: Phone. 0800 TLCCLAIMS (0800 852 524) Email. claims@tlcinsurance.co.nz <b>You</b> can download a Commercial Motor Vehicle Claim Form from <b>Our</b> website: <a href="https://360uw.co.nz/tlc-insurance/">https://360uw.co.nz/tlc-insurance/</a>
Complaint Handling Process	<p>If <b>you</b> are not happy, <b>we</b> want to know so that <b>we</b> can help. <b>Our</b> goal is to have loyal and happy customers. <b>We</b> want <b>our</b> customers to be completely satisfied in all dealings with <b>us</b>. TLC is committed to:</p> <ul style="list-style-type: none"> <li>+ listening to what <b>our</b> customers and brokers tell <b>us</b></li> <li>+ being accurate and honest in telling customers and brokers about <b>our</b> products and services</li> <li>+ communicating clearly with <b>our</b> customers and brokers, and</li> <li>+ resolving any customer complaints or concerns.</li> </ul> <p>This is part of <b>our</b> commitment to the General Insurance Code of Practice. Customers are encouraged to contact <b>us</b> with the following messages:</p>	<p>If <b>You</b> are not happy, <b>We</b> want to know so that <b>We</b> can help. <b>Our</b> goal is to have loyal and happy customers. <b>We</b> want <b>Our</b> customers to be completely satisfied in all dealings with <b>Us</b>. TLC is committed to:</p> <ul style="list-style-type: none"> <li>+ listening to what <b>Our</b> customers and brokers tell <b>Us</b></li> <li>+ being accurate and honest in telling customers and brokers about <b>Our</b> products and services</li> <li>+ communicating clearly with <b>Our</b> customers and brokers, and</li> <li>+ resolving any customer complaints or concerns.</li> </ul> <p>This is part of <b>Our</b> commitment to the <i>Fair Insurance Code</i>. <b>You</b> can provide feedback or raise a complaint via the following methods:</p> <p>Phone If <b>You</b> have a complaint, please preferably phone the number on the back of <b>Your</b> Policy wording or call <b>Us</b></p>



		<p>on one of the numbers below weekdays 8.30am to 5.00pm. Here <b>You</b> can discuss <b>Your</b> concern with one of <b>Our</b> team members.</p> <p>Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467)</p> <p>Writing of By Email Send <b>Us</b> the full details of <b>Your</b> complaint, including any support documents and explain what <b>You</b> would like <b>Us</b> to do. Mail to:</p> <p>Post. PO Box 7006, Tauranga 3148 Email. <a href="mailto:info@tlcinsurance.co.nz">info@tlcinsurance.co.nz</a></p> <p>In Person If <b>You</b> would like to come in to talk to <b>Us</b> face to face, please call and <b>We</b> will arrange an appointment for a meeting. Phone one of the numbers below for an appointment.</p> <p>Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467)</p> <p>Alternatively, <b>You</b> can provide feedback directly to AIG at <a href="http://www.aig.co.nz/home/contact-aig/complaints-and-feedback">www.aig.co.nz/home/contact-aig/complaints-and-feedback</a> or via email at <a href="mailto:customerfeedbacknz@aig.com">customerfeedbacknz@aig.com</a></p>
TLC Complaint Procedure	TLC Complaint Procedure When first advised of a complaint: 1. the complaint will be handled by a person who has authority to deal with	TLC Complaint Procedure If <b>You</b> make a complaint <b>We</b> will: 1. record <b>Your</b> complaint



	<p>it; and this person will review <b>your</b> complaint</p> <p>2. consider the facts and contact <b>you</b> to resolve the complaint as soon as possible, usually within 24 hours.</p> <p>3. If the matter cannot then be resolved to <b>your</b> satisfaction, it will</p> <p>4. be referred to the relevant Manager, who will contact <b>you</b> within 5 working days</p> <p>5. If <b>you</b> are still not satisfied with the outcome, it will be referred to General Management.</p> <p>6. <b>You</b> will receive TLC's final decision in writing within 15 working days from the date <b>you</b> first made the complaint.</p> <p>7. If more information is required or <b>we</b> need to assess or investigate <b>your</b> complaint, TLC will agree a reasonable alternative timeframe with <b>you</b>.</p> <p>And if the complaint still remains unresolved then <b>you</b> can undertake dispute resolution proceedings directly with the office of the Insurance &amp; Financial Services Ombudsman as the selected dispute resolution scheme required under the terms of the <i>Financial Service Providers (Registration and Dispute Resolution) Act 2008</i>. Contact details as below;</p>	<p>2. make sure <b>Your</b> concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties</p> <p>3. treat <b>Your</b> complaint respectfully and handle all personal information in accordance with <b>Our</b> privacy Policy</p> <p>4. assess <b>Your</b> complaint upon receipt</p> <p>5. acknowledge <b>Your</b> complaint and give <b>You</b> the name and contact details of the person handling <b>Your</b> complaint.</p> <p>6. respond to <b>Your</b> complaint as soon as possible and after <b>We</b> have all the information <b>We</b> need to determine <b>Your</b> complaint</p> <p>If <b>We</b> cannot resolve <b>Your</b> complaint to <b>Your</b> satisfaction through <b>Our</b> internal dispute resolution process <b>You</b> can take <b>Your</b> complaint to Financial Services Complaints Limited (FSCL), AIG's independent external dispute resolution scheme as the selected dispute resolution scheme required under the terms of the <i>Financial Service Providers (Registration and Dispute Resolution) Act 2008</i>.</p> <p>Contact details as below:          Post. Financial Services Complaints Ltd          PO Box 5967          Wellington, 6101          New Zealand          Phone. 0800 347 257          Email. <a href="mailto:info@fscl.org.nz">info@fscl.org.nz</a> Website. <a href="http://www.fscl.org.nz">www.fscl.org.nz</a></p>
General Conditions 15 - Amended	The Insurer will not be liable to pay any claim or provide any cover or benefit to the extent that the	The Insurer shall not be deemed to provide cover and the



	<p>provision of cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America</p>	<p>Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or <b>Regulations</b> of New Zealand, Australia, the European Union, United Kingdom or the United States of America.</p>
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**Tracks & Treads Turbo Changes:**

Below we have outlined the differences between the Tracks & Treads Turbo Wording version 360TLCTTTV621 and version 360TLCTTTV725.

Section	Current Wording (360TLCTTTV621)	Updated Wording (360TLCTTTV725)
<p>About this Booklet – Amended</p>	<p>Insurance administered and issued by TLC Insurance Limited, underwritten by Berkshire Hathaway Specialty Insurance Company (inc. in Nebraska, USA).</p> <p>THIS POLICY OF INSURANCE confirms that in return for payment of the Premium shown in the <b>schedule</b>, <b>we</b> have agreed to insure <b>you</b>, in accordance with the details shown in the <b>schedule</b> in conjunction with this <b>policy</b> wording.</p> <p>In accepting this Insurance, the Underwriters have relied on the information and statements that <b>you</b> have provided on the Proposal Form (or Declaration). <b>you</b> should carefully read this <b>policy</b> wording and the <b>schedule</b> attached hereto, and if it</p>	<p>Insurance administered and issued by TLC Insurance Limited, underwritten by AIG Insurance New Zealand Limited.</p> <p>THIS POLICY OF INSURANCE confirms that in return for payment of the premium shown in the <b>Schedule</b>, <b>We</b> have agreed to insure <b>You</b>, in accordance with the details shown in the <b>Schedule</b> in conjunction with this <b>Policy</b> wording.</p> <p>In accepting this Insurance, the Underwriters have relied on the information and statements that <b>You</b> have provided on the Proposal Form (or Declaration). <b>You</b> should carefully read this <b>Policy</b> wording and the <b>Schedule</b> attached hereto, and if it is not correct please contact <b>Us</b>. It is an important document and <b>You</b></p>



	<p>is not correct please contact <b>us</b>. It is an important document and <b>you</b> should keep it in a safe place with all other papers relating to this Insurance.</p> <p>This <b>policy</b> of Insurance is issued by TLC Insurance Limited in accordance with the authority granted to them by Berkshire Hathaway Specialty Insurance Company (inc. in Nebraska, USA).</p> <p><b>For Further Information</b> Our knowledge, expertise and experience are always available to <b>your</b> broker and <b>you</b>. If <b>you</b> need any further information about this <b>policy</b>, or any other product or service <b>we</b> provide, then contact <b>your</b> broker or TLC Insurance Limited at: PO Box 7006, Tauranga 3148 Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467) Email. <a href="mailto:info@tlcinsurance.co.nz">info@tlcinsurance.co.nz</a> Website. 360uw.co.nz</p>	<p>should keep it in a safe place with all other papers relating to this Insurance.</p> <p>This <b>Policy</b> of Insurance is issued by TLC Insurance Limited in accordance with the authority granted to them by AIG Insurance New Zealand Limited.</p> <p><b>For Further Information</b> Our knowledge, expertise and experience are always available to <b>Your</b> broker and <b>You</b>. If <b>You</b> need any further information about this <b>Policy</b>, or any other product or service <b>We</b> provide, then contact <b>Your</b> broker or TLC Insurance Limited at: Post. PO Box 7006, Tauranga 3148 Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467) Email. <a href="mailto:info@tlcinsurance.co.nz">info@tlcinsurance.co.nz</a> Website. 360uw.co.nz</p>
How To Make a Claim – New		<p>For all claims enquiries, <b>You</b> can contact TLC:</p> <p>Phone. 0800 TLCCLAIMS (0800 852 524) Email. <a href="mailto:claims@tlcinsurance.co.nz">claims@tlcinsurance.co.nz</a></p> <p><b>You</b> can download a Heavy Machinery General Claim Form from <b>Our</b> website: <a href="https://360uw.co.nz/tlc-insurance/">https://360uw.co.nz/tlc-insurance/</a></p>
Claims Conditions - Amended	Claims Conditions 1. In the event of an <b>accident</b> that may become the subject of a claim	Claims Conditions If <b>You</b> do not comply with these <i>Claims Conditions</i> , which are



	<p>under the <b>policy</b>, <b>you</b> must immediately notify <b>us</b> and then forward:</p> <ol style="list-style-type: none"><li>a. full details in writing;</li><li>b. any communication or court documents received.</li></ol> <p>2. <b>You</b> may appoint a licensed repairer of <b>your</b> choice, but:</p> <ol style="list-style-type: none"><li>a. <b>You</b> must obtain <b>our</b> agreement before repairs are started;</li><li>b. <b>You</b> must make <b>your machine</b> available for <b>our</b> inspection;</li><li>c. <b>We</b> reserve the right to invite, accept, adjust or decline estimates or to arrange at <b>our</b> expense for the removal of <b>your machine</b> to other repairers for quotation purposes.</li></ol> <p>3. In respect of each claim or potential claim, <b>you</b> must:</p> <ol style="list-style-type: none"><li>a. not make any admission of guilt or offer of payment without <b>our</b> written consent;</li><li>b. allow <b>us</b> to have the sole conduct of all negotiations and proceedings;</li><li>c. give <b>us</b> all reasonable assistance and co-operation in all regards including recovery from the responsible party;</li><li>d. notify <b>us</b> of any other insurance that also provides cover, whether in whole or in part;</li><li>e. notify the Police as soon as possible in respect of theft of or malicious damage to <b>your machine</b>;</li><li>f. retain any and all parts that are damaged and affected as a consequence of any claim or potential claim and these are not to be disposed of without <b>our</b> consent.</li><li>g. complete all repairs or replacement of the <b>insured</b> property within</li></ol>	<p>conditions precedent to indemnity, then <b>We</b> may not accept <b>Your</b> claim. <b>You</b> must:</p> <ol style="list-style-type: none"><li>1. give <b>Us</b> free access to examine and assess any <b>Loss</b> or <b>Liability</b>;</li><li>2. provide any other information or assistance <b>We</b> reasonably request in relation to <b>Your</b> claim;</li><li>3. forward any letter of demand or court documents to <b>Us</b> immediately;</li><li>4. if <b>We</b> request it, provide a statutory declaration to verify the <b>Loss</b> and/or the <b>Liability</b>;</li><li>5. if <b>We</b> request it, attend interviews with any person <b>We</b> nominate; and</li><li>6. if <b>We</b> request it, fully complete <b>Our</b> claim form as soon as practical.</li></ol> <p><b>You</b> must also:</p> <ol style="list-style-type: none"><li>a. obtain <b>Our</b> approval before proceeding with repairs;</li><li>b. make the <b>Machine</b> available for inspection by <b>Us</b>;</li><li>c. retain any parts, damaged or undamaged, for inspection by <b>Us</b>;</li><li>d. be responsible for the payment of the <b>Excess</b> to the repairer;</li><li>e. not incur any expense or negotiate, pay, settle, repudiate or admit responsibility for any <b>Loss</b> or <b>Liability</b> without <b>Our</b> prior written consent;</li><li>f. notify <b>Us</b> immediately if <b>You</b> or any other person entitled to cover under this <b>Policy</b> for reparation is charged with any offence in connection with the use of the <b>Machine</b> or any other vehicle which has resulted in <b>Loss</b> or <b>Liability</b>; and</li><li>g. not make any offer of reparation (including as part of any case management conference or</li></ol>
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	<p>reasonable period after <b>we</b> accepted <b>your</b> claim. Unless otherwise agreed, all repairs or replacement must be fully completed and all relevant invoices for payment be presented to <b>us</b> within 6 months from the date of claim acceptance.</p>	<p>sentencing hearing), without <b>Our</b> prior written approval.</p>
<p>Additional Claims Conditions 1 - New</p>		<p>Additional Claims Conditions:</p> <ol style="list-style-type: none"> <li>1. Subrogation If <b>We</b> agree to make a payment for any claim under this <b>Policy</b>, <b>We</b> have the sole right and option to act in <b>Your</b> name and on <b>Your</b> behalf to negotiate, defend or settle any claim and to take over for <b>Our</b> own benefit any legal right of recovery <b>You</b> may have. If <b>We</b> do this, it will be at <b>Our</b> own expense and:       <ol style="list-style-type: none"> <li>1. <b>You</b> shall consent to <b>Us</b> pursuing in <b>Your</b> name;</li> <li>2. <b>You</b> shall co-operate with and assist <b>Us</b> in pursuing in <b>Your</b> name;</li> <li>3. <b>We</b> may include any uninsured losses that <b>You</b> may have by providing the supporting documentation of such cost within the stipulated time frame; and</li> <li>4. if <b>We</b> are successful, <b>We</b> will distribute any recovery as follows:           <ol style="list-style-type: none"> <li>a. first, <b>We</b> will reimburse <b>Your Excess</b>;</li> <li>b. second, <b>We</b> will retain the cost of the insured losses that <b>We</b> have paid;</li> <li>c. third, <b>We</b> will recover <b>Our</b> costs in pursuing any claim; and</li> <li>d. finally, <b>We</b> will pay <b>You</b> the recovered uninsured portion of <b>Your Loss</b>.</li> </ol> </li> </ol> <p>If any person is ordered to make reparation to <b>You</b> or anyone else <b>We</b> insure under this <b>Policy</b> for <b>Loss</b> or</p> </li> </ol>





		<p>damage to any property for which <b>We</b> have paid a claim under this <b>Policy</b>, then <b>You</b> must tell <b>Us</b>. Any payments received must be reimbursed in the order set out at 4. above.</p> <p>After <b>You</b> have made a claim on this <b>Policy</b>, <b>We</b> have the sole right to act in <b>Your</b> name and on <b>Your</b> behalf to negotiate, defend or settle any action against <b>You</b>. If <b>We</b> do this, it will be at <b>Our</b> expense, except in relation to any <b>Excess</b> that applies.</p> <p>After <b>We</b> have paid a claim or accepted liability for a claim on this <b>Policy</b> either in whole or in part, <b>We</b> have the right to take over in full any legal right of recovery or indemnity that <b>You</b> have. If <b>We</b> do this, <b>We</b> may exercise these rights for <b>Our</b> own benefit at <b>Our</b> own expense and <b>You</b> must co-operate with <b>Us</b> in all respects to allow <b>Us</b> to do anything reasonably necessary to enforce that right. If <b>You</b> do not co-operate with <b>Us</b>, <b>You</b> must repay any amounts <b>We</b> have paid to <b>You</b> or any other party in respect of <b>Your</b> claim.</p> <p><b>You</b> must not voluntarily and knowingly release any third party from liability arising from <b>Loss</b> or damage insured by this <b>Policy</b> unless first declared to and accepted by <b>Us</b>. If any property for which <b>We</b> have paid a claim is later found or recovered, <b>You</b> must:</p> <ul style="list-style-type: none"><li>+tell <b>Us</b> immediately; and</li><li>+if <b>We</b> request, hand the property over to <b>Us</b>.</li></ul> <p><b>We</b> have the right to keep any property, including any proceeds from</p>
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		its sale, for which <b>We</b> have paid a claim under this <b>Policy</b> subject to adjustment if <b>You</b> have not been fully indemnified for <b>Your Loss</b> .
Addition Claims Conditions 2 - New		<b>2. Mutually Acceptable Loss Adjusters</b> It is noted and understood that the appointment of any Loss Adjuster to any claim under this <b>Policy</b> shall be mutually acceptable and agreeable to both <b>You</b> and <b>Us</b> ; provided that the Loss Adjuster has been pre-approved by <b>Us</b> .
Additional Claims Conditions 3 - New		<b>3 Progress Payments</b> In the event of <b>Loss</b> to <b>Your Machine</b> , for which liability is admitted by <b>Us</b> , <b>You</b> shall be entitled to progress payments provided that an interim statement of <b>Loss</b> is supplied by <b>You</b> and approved by <b>Us</b> .
Additional Claims Conditions 4 - New		<b>4. Interested Party</b> If the <b>Machine</b> is mortgaged or secured by any other financial agreement, <b>We</b> will make payment for any <b>Loss</b> direct to the interested party in the first instance. This will meet <b>Our</b> obligations under this <b>Policy</b> .
Additional Claims Conditions 5 - New		<b>5. Total Loss Payment</b> If <b>We</b> make any payment in respect of the <b>Total Loss</b> of any <b>Machine</b> , the cover granted by this <b>Policy</b> on such <b>Machine</b> ceases entirely from the date of such <b>Loss</b> and no premium will be refundable for the unexpired <b>Period of Insurance</b> in respect of that <b>Machine</b> . <b>We</b> may take and keep possession of the damaged or destroyed <b>Machine</b> and/or deal with the salvage however <b>We</b> see fit. If a claim is made for <b>Total Loss</b> following theft of the <b>Machine</b> , <b>We</b>



		<p>may consider allowing time for the stolen <b>Machine</b> to be recovered and elect not to consider settling <b>Your</b> claim until the expiry of a period of 30 days from the date of reporting the <b>Loss to Us</b>.</p>
<p>Complaint Handling Process - Amended</p>	<p>If <b>you</b> are not happy, <b>we</b> want to know so that <b>we</b> can help.  <b>Our</b> goal is to have loyal and happy customers. <b>we</b> want <b>our</b> customers to be completely satisfied in all dealings with <b>us</b>.  TLC is committed to:  listening to what <b>our</b> customers and brokers tell <b>us</b>  being accurate and honest in telling customers and brokers about <b>our</b> products and services  communicating clearly with <b>our</b> customers and brokers, and  resolving any customer complaints or concerns.</p> <p>This is part of <b>our</b> commitment to the General Insurance Code of Practice. Customers are encouraged to contact <b>us</b> with the following messages:</p>	<p>If <b>You</b> are not happy, <b>We</b> want to know so that <b>We</b> can help.  <b>Our</b> goal is to have loyal and happy customers. <b>We</b> want <b>Our</b> customers to be completely satisfied in all dealings with <b>Us</b>. TLC is committed to:  + listening to what <b>our</b> customers and brokers tell <b>Us</b>  + being accurate and honest in telling customers and brokers about <b>Our</b> products and services  + communicating clearly with <b>Our</b> customers and brokers, and  + resolving any customer complaints or concerns.</p> <p>This is part of <b>Our</b> commitment to the <i>Fair Insurance Code</i>. <b>You</b> can provide feedback or raise a complaint via the following methods:  Phone  If <b>You</b> have a complaint, please phone the number on the back of <b>Your Policy</b> wording or call <b>Us</b> on one of the numbers below weekdays 8.30am to 5.00pm. Here <b>You</b> can discuss <b>Your</b> concern with one of <b>Our</b> team members.</p> <p>Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467)</p> <p>In Writing</p>



		<p>Send <b>Us</b> the full details of <b>Your</b> complaint, including any support documents and explain what <b>You</b> would like <b>Us</b> to do.          Mail to:</p> <p>Post. PO Box 7006, Tauranga 3148          Email. <a href="mailto:info@tlcinsurance.co.nz">info@tlcinsurance.co.nz</a></p> <p>In Person          If <b>You</b> would like to come in to talk to <b>Us</b> face to face, please call and <b>We</b> will arrange an appointment for a meeting.          Phone one of the numbers below for an appointment.</p> <p>Phone. +64 7 544 6686 Freephone. 0800 TLC INS (0800 852 467)</p> <p>Alternatively, <b>You</b> can provide feedback directly to AIG at <a href="http://www.aig.co.nz/home/contact-aig/complaints-and-feedback">www.aig.co.nz/home/contact-aig/complaints-and-feedback</a> or via email at <a href="mailto:customerfeedbacknz@aig.com">customerfeedbacknz@aig.com</a>.</p>
<p>TLC Complaint Procedure - Amended</p>	<p>TLC Complaint Procedure          When first advised of a complaint:          a. the complaint will be handled by a person who has authority to deal with it; and this person will review <b>your</b> complaint          b. consider the facts and contact <b>you</b> to resolve the complaint as soon as possible, usually within 24 hours.          c. if the matter cannot then be resolved to <b>your</b> satisfaction, it will          d. be referred to the relevant Manager, who will contact <b>you</b> within 5 working days</p>	<p>TLC Complaint Procedure          If <b>You</b> make a complaint <b>We</b> will:</p> <ol style="list-style-type: none"> <li>1. record <b>Your</b> complaint</li> <li>2. make sure <b>Your</b> concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties</li> <li>3. treat <b>Your</b> complaint respectfully and handle all personal information in accordance with <b>Our</b> Privacy Policy</li> <li>4. assess <b>Your</b> complaint upon receipt</li> <li>5. acknowledge <b>Your</b> complaint and give <b>You</b> the name and contact</li> </ol>



	<p>e. if <b>you</b> are still not satisfied with the outcome, it will be referred to General Management.</p> <p>f. <b>you</b> will receive TLC's final decision in writing within 15 working days from the date <b>you</b> first made the complaint.</p> <p>g. if more information is required or <b>we</b> need to assess or investigate <b>your</b> complaint, TLC will agree a reasonable alternative timeframe with <b>you</b>.</p> <p>And if the complaint still remains unresolved then <b>you</b> can undertake dispute resolution proceedings directly with the office of the Insurance &amp; Financial Services Ombudsman as the selected dispute resolution scheme required under the terms of the <i>Financial Service Providers (Registration and Dispute Resolution) Act 2008</i>. Contact details as below:</p>	<p>details of the person handling <b>Your</b> complaint.</p> <p>6. respond to <b>Your</b> complaint as soon as possible and after <b>We</b> have all the information <b>We</b> need to determine <b>Your</b> complaint</p> <p>If <b>We</b> cannot resolve <b>Your</b> complaint to <b>Your</b> satisfaction through <b>Our</b> internal dispute resolution process <b>You</b> can take <b>Your</b> complaint to Financial Services Complaints Limited (FSCL), <b>ALG's</b> independent external dispute resolution scheme as the selected dispute resolution scheme required under the terms of the <i>Financial Service Providers (Registration and Dispute Resolution) Act 2008</i>.</p> <p>Contact details as below:</p> <p>Post. Financial Services Complaints Ltd PO Box 5967 Wellington, 6101 New Zealand Phone. 0800 347 257 Email. <a href="mailto:info@fscl.org.nz">info@fscl.org.nz</a> Website. <a href="http://www.fscl.org.nz">www.fscl.org.nz</a></p>
Definition of "Accessories" - New		<p>Accessories means: Supplementary items other than <b>Ancillary Equipment</b> that have been added to <b>Your Machine</b> after manufacture, which do not alter the performance or characteristics of <b>Your Machine</b>. Cover for <b>Accessories</b> is part of, and not in addition to, the <b>Sum Insured</b> for the <b>Machine</b> to which they relate.</p>
Definition of "Additional Costs" - New		<p>Additional Costs means: The additional expenditure necessarily and reasonably incurred</p>



		by <b>You</b> to repair <b>Your Machine</b> for the sole purpose of avoiding or diminishing the downtime which otherwise would have occurred in consequence of the <b>Loss</b> . <b>Additional Costs</b> includes Air Freight and Temporary Repairs. <b>Additional Costs</b> will only be covered in circumstances where they have been approved in writing by <b>Us</b> in advance of them being incurred.
Definition of "Ancillary Equipment" - New		Ancillary Equipment means: Interchangeable attachments other than <b>Accessories</b> that are normally used with <b>Your Machine</b> (e.g. buckets, scoops, blades, pneumatic heads).
Definition of "Dry Hire" - Amended	Dry Hire means: The situation where <b>you</b> hire, rent, loan or (borrow) <b>your machine</b> to another person or party whereby <b>your machine</b> is not under <b>your</b> control and is not being operated by <b>you</b> or an operator employed by <b>you</b> .	Dry Hire means: The situation where <b>You</b> hire, rent, loan or lend <b>Your Machine</b> to another person or party whereby <b>Your Machine</b> is not under <b>Your</b> control and is not being operated by <b>You</b> or an operator employed by <b>You</b> .
Definition of "Excess and/or Deductible" - Amended	Excess, Deductible means: The first amount <b>you</b> must pay in relation to each and every claim made under <b>your policy</b> , as stated on the <b>schedule</b> . Where there is more than one <b>insured</b> item involved with one single event being the subject of a claim under the <b>policy</b> , then only one <b>excess</b> shall apply. This <b>excess</b> will be the highest <b>excess</b> of any one of the <b>insured</b> items. However if there is also an admissible claim under any extension to this <b>policy</b> then the <b>excess</b> for that additional cover will be cumulative with the highest machine <b>excess</b> . Where a claim has been admitted	Excess and/or Deductible means: The first amount <b>You</b> must pay in relation to each and every claim made under this <b>Policy</b> , as stated on the <b>Schedule</b> . Where there is more than one <b>Machine</b> involved with one single event being the subject of a claim under this <b>Policy</b> , then only one <b>Excess</b> shall apply. This <b>Excess</b> will be the highest applicable. However, if there is also a covered claim under any extension to this <b>Policy</b> then the <b>Excess</b> for that extension will be in addition to the highest applicable <b>Machine Excess</b> . Where a claim has been admitted under a <b>Policy</b>



	under a <b>policy</b> extension, additional <b>excess</b> may apply.	extension, an additional <b>Excess</b> may apply.
Definition of "Liability" - Amended	Liability means: <b>Your</b> Liability at law, to indemnify third parties for their <b>loss</b> or injury incurred during the period of the <b>policy</b> arising from an <b>accident</b> caused by or in connection with <b>your machinery</b> specified and <b>insured</b> under the <b>schedule</b> of this <b>policy</b> .	Liability means: <b>Your</b> legal liability to third parties for their <b>Loss</b> or injury incurred during the <b>Period of Insurance</b> , arising from an <b>Accident</b> caused by, or in connection with, a <b>Machine Insured</b> under this <b>Policy</b> .
Definition of "Loss" - Amended	Loss means: Sudden physical <b>loss</b> , damage or destruction to <b>your machine</b> caused by an <b>accident</b> .	Loss means: Sudden physical <b>Loss</b> or physical damage to <b>Your Machine</b> caused by an <b>Accident</b> . For the avoidance of doubt, <b>Loss</b> does not extend to include circumstances where <b>Your Machine</b> has been lost or <b>You</b> are otherwise deprived of the ability to use it. But, <b>Loss</b> does include theft which is otherwise covered by this <b>Policy</b> .
Definition of "Machine(s)" - Amended	Plant means: Any item of plant, Machinery, Equipment (including self-propelled items) that is specified in the <b>schedule</b> or any <b>insured</b> vehicle. This includes: 1. any Ancillary Equipment normally used with the <b>insured</b> item; and 2. Accessories and spare parts whilst in or on the <b>insured</b> item. Ancillary Equipment - interchangeable attachments that are normally used with an item of plant (e.g. buckets, scoops, blades, pneumatic heads). The value of all ancillary equipment shall not exceed 25% of the total value of the <b>insured</b> item, unless <b>insured</b> as a separate item. Accessories - supplementary items that have been added to the <b>insured</b>	Machine(s) means: Any item of plant, machinery, or equipment (including self-propelled items) that is specified in the <b>Schedule</b> or otherwise <b>Insured</b> under this <b>Policy</b> . This includes: 1. any <b>Ancillary Equipment</b> normally used with the <b>Machine</b> ; and 2. <b>Accessories</b> and spare parts whilst in or on the <b>Machine</b> .



	item after manufacture, which do not alter the performance or characteristics of the <b>insured</b> item.	
Definition of "Period of Insurance" - Amended	Period of Insurance means: The period shown in the most recent <b>schedule</b> or the subsequent period for which the <b>policy</b> has been renewed	Period of Insurance means: The period shown in the most recent <b>Schedule</b> .
Definition of "Policy" - Amended	Policy means: This document, the <b>schedule</b> and any other notice <b>we</b> give <b>you</b> in writing. Together they form The Agreement.	Policy means: This document, the <b>Schedule</b> and any other notice <b>We</b> give <b>You</b> in writing related to this insurance.
Definition of "Pressure Vessel" - New		Pressure Vessel means: A container designed to hold (without limitation) gases or liquids at a pressure different from the ambient pressure.
Definition of "Sum Insured" - Amended	Sum Insured means: The amount shown in the <b>schedule</b> that any one item of plant is <b>insured</b> for.	Sum Insured means: The amount shown in the <b>Schedule</b> that <b>Your Machine</b> is insured for.
Definition of "Total Loss" - Amended	Total Loss means: If the cost of repairs following an <b>accident</b> for which a claim has been accepted under this <b>policy</b> , exceeds the Sum <b>insured</b> or market value of the damaged item then the item is deemed to be a <b>total loss</b> .	Total Loss means: Where, as determined by <b>Us</b> at <b>Our</b> sole discretion, it is uneconomic or unsafe to repair the <b>Machine</b> subject to <b>Loss</b> following an <b>Accident</b> for which a claim has been accepted under this <b>Policy</b> , In these circumstances, it remains at <b>Our</b> discretion how <b>We</b> will indemnify <b>You</b> . The market value will be determined in accordance with the process contained in <i>Standard Policy Extension 3. Agreed Value</i> .
Definition of "Underground" - New		Underground means: Below the surface of the ground. But will not include circumstances where <b>Your Machine</b> is: 1. dragging an item which, due to the process of being dragged, is below the grounds surface;





		<p>2. travelling through a completed tunnel that is a public road;</p> <p>3. being used or operated in a completed or partially completed structure provided the structure, when complete, will be predominantly above ground; or</p> <p>4. being used or operated in an open pit regardless of whether the bottom of which is below the surface of the ground.</p>
Definition of "Valuer" - New		<p>"Valuer means: A company or person who has reasonable experience and industry knowledge within the New Zealand market of:</p> <ol style="list-style-type: none"> <li>1. the type of <b>Machine</b> being valued; and</li> <li>2. the type of industry in which the <b>Machine</b> is/was being used.</li> </ol>
Definition of "Watercourse" - New		<p>Watercourse means: Any river, stream, passage, channel, pool, lake, natural or un-natural channel or depository of water through which water flows continuously or intermittently and whether containing water or not.</p>
Definition of "We, Us, Our" - Amended	<p>We, Us, Our means: TLC Insurance Limited representing the Insurer named in the <b>policy schedule</b>.</p>	<p>We, Us, Our means: TLC Insurance Limited representing the Insurer named in the <b>Schedule</b>.</p>
Definition of "Your Machine(s)" - Removed	<p>Your Machine(s) means: The item of plant described in the <b>schedule</b>.</p>	
Cover for Your Machine -Amended	<p>Cover for Your Machine We will indemnify You for Loss by paying, at Our option:</p> <ol style="list-style-type: none"> <li>1. to repair, reinstate or replace <b>your machine</b>, or</li> </ol>	<p>Cover for Your Machine <b>We</b> will indemnify <b>You</b> for <b>Loss</b> by paying, at <b>Our</b> option:</p> <ol style="list-style-type: none"> <li>1. to repair or reinstate <b>Your Machine</b>; or</li> </ol>



	2. an amount equal to <b>your machine's market value</b> , or 3. the Sum Insured shown in the <b>schedule</b> .	2. an amount equal to <b>Your Machine's</b> market value; or 3. the <b>Sum Insured</b> shown in the <b>Schedule</b> .
General Exceptions - Definition Amended	General Exceptions <b>We</b> will not pay for:	General Exceptions This <b>Policy</b> does not cover:
General Exception 1 - Amended	1. Consequential Loss or financial expense of any kind as a result of <b>you</b> not being able to operate <b>your</b> Machine.	1. Consequential <b>Loss</b> or financial expense of any kind as a result of <b>You</b> not being able to operate <b>Your Machine</b> other than provided for in <i>Extension 8. Consequential Loss</i> .
General Exception 2 - Amended	1. Death, injury, illness, <b>loss</b> , damage, <b>liability</b> , cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event: a. war, invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or b. any act of Terrorism. For the purpose of this exception, Terrorism means an act including but not limited to the use or threat of force or violence by 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 committed for, or in connection with, political, religious, ideological, 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.	1. Death, injury, illness, <b>Loss</b> , <b>Liability</b> , cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event: a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to an uprising, military or usurping of power; or b. any act of Terrorism. For the purpose of this exception, Terrorism means an act including but not limited to the use or threat of force or violence by 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 committed for, or in connection with, political, religious, ideological, 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.



	c. This <b>policy</b> also excludes death, injury, illness, <b>loss</b> , damage, <b>liability</b> , cost or expense of any 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, the above exceptions.	This <b>Policy</b> also excludes death, injury, illness, <b>Loss, Liability</b> , cost or expense of any 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, the events detailed in 2. above.
General Exception 3 - Amended	3. <b>Loss, liability</b> or damage resulting from depreciation, wear and tear, rust or corrosion	3. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from wear and tear, rust, fatigue, corrosion or gradual deterioration. a. Provided that this exception shall be limited to the part of <b>Your Machine</b> that is subject to the wear and tear, rust, fatigue, corrosion or gradual deterioration and shall not apply to any other property which suffers <b>Loss</b> in consequence of this.
General Exception 4 - Amended	4. <b>Loss, liability</b> or damage from failure of, or defect, or fault in, the design or specification of <b>your machine</b>	4. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from: a. failure of, or defect, or fault in, the design or specification of <b>Your Machine</b> ; or b. faulty or defective work carried out by <b>You</b> or on <b>Your</b> behalf, or with <b>Your</b> knowledge on <b>Your Machine</b> .  Provided that this exception shall be limited to the part of <b>Your Machine</b> that is subject to the failure of, or defect, or fault in, the design or specification of <b>Your Machine</b> or faulty or defective work and shall not apply to any other property which suffers <b>Loss</b> in consequence of this defective work.
General Exception 6 - Amended	6. <b>Loss, liability</b> or damage resulting from the explosion or collapse of any pressure vessel which does not have	6. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from the explosion or collapse of any <b>Pressure Vessel</b>



	a current certificate as required by any statute or regulation.	which does not have a current certificate as required by any statute or regulation.
General Exception 7 - Amended	7. <b>Loss, liability</b> or damage if <b>your machine</b> is used or operated: a. for any illegal purpose with <b>your</b> knowledge or consent; b. for or being tested in preparation for any race, trial, test, contest or whilst being tested in preparation thereof.	7. <b>Loss</b> or <b>Liability</b> if <b>Your Machine</b> is used or operated: a. for any illegal purpose with <b>Your</b> knowledge or consent; b. for any race, trial, test, contest or whilst being tested in preparation thereof.
General Exception 8 - Amended	8. <b>Loss, liability</b> or damage arising from ingestion or entry of any foreign object into any machine or attachment or accessory thereto.	8. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from the ingestion, digestion or entry of any foreign or external object into <b>Your Machine</b> .
General Exception 9 - Amended	9. <b>Loss, liability</b> or damage intentionally caused by <b>You</b> or any person acting with <b>your</b> express or implied consent.	9. <b>Loss</b> or <b>Liability</b> intentionally caused by <b>You</b> or any person acting with <b>Your</b> express or implied consent.
General Exception 10 - Amended	10. <b>Loss, liability</b> or damage occasioned by lawful seizure or other operation of law.	10. <b>Loss</b> or <b>Liability</b> occasioned by lawful seizure or other operation of law.
General Exception 11 - Amended	11. <b>Loss, liability</b> or damage discovered only at the time of taking an inventory or during routine servicing.	11. <b>Loss</b> or <b>Liability</b> : a. discovered only at the time of taking an inventory of or during routine servicing of <b>Your Machine, Accessories</b> or <b>Ancillary Equipment</b> ; b. due to an unexplained disappearance i.e. where there is no evidence or actual facts to support the <b>Loss</b> or disappearance.
General Exception 12 - Amended	12. <b>Loss, liability</b> or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an Accident occurs causing external damage, such consequential damage will be indemnifiable..	<b>Loss</b> or <b>Liability</b> arising directly or indirectly from an inability to operate <b>Your Machine</b> due to: a. electrical or mechanical breakdown, failure, breakage or derangement of any part of the engine, transmission, mechanical drive train, electrical system, electronic system, mechanical



		<p>system or hydraulically operated system;</p> <p>b. freezing of coolant or other fluid;</p> <p>c. lack of, inadequate or defective lubrication, oil, fuel, coolant and any other dry or liquid substance, including AdBlue or similar like substance;</p> <p>d. intentional, reckless, or careless introduction of incorrect lubrication, oil, fuel, coolant and any other dry or liquid substance, including AdBlue or similar like substance into <b>Your Machine</b>.</p> <p>But if, as a consequence of <i>a</i>, <i>b</i>, <i>c</i> or <i>d</i>, an <b>Accident</b> occurs resulting in fire, collision, or overturning of <b>Your Machine</b>, any such <b>Loss</b> or <b>Liability</b> will be indemnifiable.</p>
<p>General Exception 13 - Amended</p>	<p>13. <b>Loss, liability</b> or damage caused by nuclear fuel, nuclear waste or nuclear material.</p>	<p>13. <b>Loss, Liability</b> or costs directly or indirectly caused by, arising from or in any way connected with:</p> <p>a. ionising radiation from or contamination radioactivity from nuclear fuel, nuclear waste, the combustion of nuclear fuel;</p> <p>b. the radioactive, toxic, explosive or other hazardous or contaminating properties of a nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or</p> <p>c. a weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>Provided that this exception shall not apply to radioisotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary</p>



		industrial, educational, medical, scientific or research pursuits.
General Exception 14 - Amended	14. <b>Loss, liability</b> or damage or Liability while <b>your</b> Machine is being operated or used outside New Zealand.	14. <b>Loss</b> or <b>Liability</b> while <b>Your Machine</b> is located or being operated or used outside New Zealand.
General Exception 15 - Amended	15. <b>Loss, liability</b> or damage resulting from theft by any person or entity: a. posing as a prospective purchaser or other interested party; b. to whom <b>your machine</b> is on hire under any agreement for hire; c. including any agreement for hire purchase or lease; in whose debt <b>your machine</b> stands as security under or pursuant to any agreement entered into by any person or entity <b>insured</b> under the <b>policy</b> .	15. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from theft by any person or entity: a. posing as a prospective purchaser or other interested party; b. to whom <b>Your Machine</b> is on hire under any agreement for hire, including any agreement for hire purchase or lease; c. in whose debt <b>Your Machine</b> stands as security under or pursuant to any agreement entered into by any person or entity insured under this <b>Policy</b> ; or d. who repossess, removes, or takes <b>Your Machine</b> in fulfilment of an unpaid debt whether they are legally entitled to do so or not.
General Exception 16 - Amended	16. Theft of or further damage to <b>your machine</b> after Loss unless reasonable steps have been taken thereafter to protect or safeguard <b>your machine</b> .	16. Theft of or further <b>Loss</b> to <b>Your Machine</b> after an <b>Accident</b> unless reasonable steps have been taken thereafter to protect or safeguard <b>Your Machine</b> .
General Exception 17 - Amended	17. Damage to the tyres of <b>your machine</b> caused by the application of brakes, road punctures, valve leakage, inherent failure due to manufacturer fault or error, staking or spiking.	17. Damage to the tyres of <b>Your Machine</b> caused by the application of brakes, punctures, valve leakage, inherent failure due to manufacturer fault or error, staking or spiking.
General Exception 18 - Amended	18. <b>Loss, liability</b> or damage or <b>liability</b> whilst left unattended in Excess of 4 hours in any watercourse or body of water and suffers <b>loss</b> or damage as a direct consequence thereof.	18. <b>Loss</b> or <b>Liability</b> whilst <b>Your Machine</b> is left unattended in any <b>Watercourse</b> or body of water for in excess of 4 hours.



<p>General Exception 19 - Amended</p>	<p>19. <b>Loss, liability</b> or damage if <b>your machine</b> is operated by any person who: a. is under the influence of any intoxicating substance or drug; or b. has a proportion of alcohol in the blood which exceeds the legal limit. This exception will apply notwithstanding the operator may have died as a result of the <b>accident</b>; or c. has a proportion of alcohol in the breath which exceeds the legal limit; or d. fails to supply a blood or breath sample as required by law; or e. fails to stop, or remain at the scene of an <b>accident</b> as required by law; Provided that: A certificate of conviction of the driver may be used by <b>us</b> as sufficient evidence for these exceptions to apply where the offence was committed at the time of or following the <b>accident</b>. A certificate of analysis of the operator's blood or a reading from an evidential breath testing device of the driver's breath may be used by <b>us</b> as sufficient evidence of the driver's minimum blood or breath alcohol level at the time of the <b>accident</b>. This exception shall not apply in respect of <b>loss</b> which results from fire, theft or conversion. <b>We</b> will pay if <b>you</b> did not know or could not reasonably have known that the operator of <b>your machine</b> was so affected or refused to undergo an appropriate test at the time of the <b>accident</b>, but <b>we</b> will not cover the operator of <b>your machine</b>.</p>	<p>19. <b>Loss, Liability</b> or damage if <b>Your Machine</b> is operated by any person who: a. is under the influence of any intoxicating substance or drug; or b. has a proportion of alcohol in the blood which exceeds the legal limit. This exception will apply notwithstanding the operator may have died as a result of the <b>Accident</b>; or c. has a proportion of alcohol in the breath which exceeds the legal limit; or d. fails to supply a blood or breath sample as required by law; or e. fails to stop or fails to remain at the scene of an <b>Accident</b> as required by law. It will be assumed that the proportion of alcohol in the blood or breath at the time of the <b>Loss</b> was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the <b>Loss</b>. <b>We</b> will pay if <b>You</b> did not know, or could not reasonably have known, that the operator of <b>Your Machine</b> was so affected or refused to undergo an appropriate test at the time of the <b>Accident</b>, but <b>We</b> will not cover the operator of <b>Your Machine</b> from whom <b>We</b> may seek to recover any <b>Loss</b>.</p>
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General Exception 20 - Amended	20. <b>Loss, liability</b> or damage if <b>your machine</b> is used or operated by <b>you</b> or by any person with <b>your</b> consent who is not licensed to operate <b>your machine</b> under any relevant law.	20. <b>Loss</b> or <b>Liability</b> if <b>Your Machine</b> is used or operated by <b>You</b> or by any person with <b>Your</b> express or implied consent who is not licensed to operate <b>Your Machine</b> under any relevant law.
General Exception 21- Amended	21. <b>Loss, liability</b> or damage if <b>your Machine</b> is used in an unsafe or unroadworthy condition and such condition caused or contributed to the <b>Loss, liability</b> or damage. <b>We</b> will pay if <b>you</b> could not have reasonably detected the unsafe or unroadworthy condition.	21. <b>Loss</b> or <b>Liability</b> arising directly or indirectly from the use of <b>Your Machine</b> in an unsafe condition or manner and such use caused or contributed to the <b>Loss</b> or <b>Liability</b> . For the purpose of this exception, unsafe condition or manner will mean: a. being loaded or operated contrary to manufacturers' specifications; b. being loaded or operated contrary to any enactment, regulation or other legal enforcement; c. overloading or incorrect loading of a Machine; and/or d. operating contrary to industry or regulator guidelines or best practice. <b>We</b> will pay if <b>You</b> could not have reasonably detected the unsafe condition of <b>Your Machine</b> or the unsafe manner in which <b>Your Machine</b> was being operated, provided that <b>You</b> do not waive <b>Our</b> rights for recovery against the operator.
General Exception 22 - Amended	22. <b>Loss, liability</b> or damage resulting from <b>your machine</b> : a. undergoing a test of any kind other than as required to comply with any statute or regulation; b. being used in a manner not in accordance with the manufacturer's instructions or guidelines, or in a manner or purpose other than that for which it was designed.	22. <b>Loss</b> or <b>Liability</b> resulting from <b>Your Machine</b> : a. undergoing a test of any kind other than as required to comply with any statute or regulation; or b. being used in a manner not in accordance with the manufacturer's instructions or guidelines, or in a manner or purpose other than that for which it was designed.





	If an <b>accident</b> should occur as a result of a testing procedure causing damage to parts of the machine not undergoing the test, then damage to such parts will be indemnified.	If an <b>Accident</b> should occur as a result of a testing procedure causing <b>Loss</b> to parts of <b>Your Machine</b> not undergoing the test, then <b>Loss</b> to such parts will be indemnified.
General Exception 23 - Amended	23. <b>Loss, liability</b> or damage to <b>your machine</b> or its attachments while underground.	23. <b>Loss or Liability</b> to <b>Your Machine</b> while underground.
Sanction Limitation and Exclusion	The Insurer will not be liable to pay any claim or provide any cover or benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.	The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.
Standard Policy Extensions - Definition Amended	Standard Policy Extensions Subject to the same General Exceptions, General Conditions and Claims Conditions of the main wording, <b>we</b> will extend <b>your policy</b> to cover the following extensions which shall be payable in addition to the <b>Sum insured</b> .	Standard Policy Extensions Subject to this <b>Policy's General Exceptions, General Conditions and Claims Conditions</b> , this <b>Policy</b> is extended to cover the following extensions which shall be payable in addition to the <b>Sum Insured</b> . Where a claim is made under any of these clauses <b>You</b> may be required to pay an additional premium and/or levy.
Standard Policy Extension 1 - Amended	1. Additional Costs This <b>policy</b> is extended to include any additional charges incurred for overtime, night-work, work on public holidays and express freight PROVIDED <b>our</b> total <b>liability</b> does not	1. Additional Costs This <b>Policy</b> is extended to include the reasonable <b>Additional Costs</b> incurred in effecting temporary repairs following <b>Loss</b> including additional charges incurred for overtime, night-work, work on public holidays and



	exceed \$10,000 in respect of any one claim under this extension..	express freight provided <b>our</b> total liability does not exceed \$10,000 in respect of any one claim under this extension.
Standard Policy Extension 2 - Amended	<p>2. Additions and Deletions It is agreed that all Plant acquired by <b>you</b> shall be considered as being included in the <b>policy</b> for a period of up to 3 months from the date of acquisition for the purchase price, up to a maximum limit of \$250,000.</p>	<p>2. Additions and Deletions It is agreed that any <b>Machine</b> acquired by <b>You</b> shall be considered as being included in this <b>Policy</b> for a period of up to 90 days from the date of acquisition for the purchase price, up to a maximum limit of \$250,000 per <b>Machine</b> and provided that the acquired <b>Machine</b> is of a similar nature, type and function as that listed in the <b>Schedule</b> or corresponds with <b>Your</b> declared business activities.</p>
Standard Policy Extension 3 - Amended	<p>3. Agreed Value Whereby a valuation from an approved Valuer has been received by <b>us</b>:</p> <ol style="list-style-type: none"> <li>1. prior to any <b>loss</b>; and</li> <li>2. the item is <b>insured</b> for the value stated on the valuation within the <b>schedule</b>. <p><b>We</b> agree to pay the value stated as the Sum <b>insured</b> within the <b>schedule</b>;</p> <p>Whereby a valuation from an approved Valuer has not been received by <b>us</b>, the maximum amount <b>we</b> will pay under this <b>policy</b> will be the Agreed Value shown on the <b>schedule</b> unless it is determined to be more than 20% above the Market Value in which case <b>we</b> will only pay the lesser of;</p> <ol style="list-style-type: none"> <li>1. the Agreed Value stated on the <b>schedule</b>; OR</li> <li>2. Market Value plus 20%</li> </ol> <p>For the purpose of this extension:</p> </li></ol>	<p>3. Agreed Value It is agreed that:</p> <ol style="list-style-type: none"> <li>1. where <b>Your Machine</b> is a <b>Total Loss</b>; and</li> <li>2. prior to any <b>Loss</b>, <b>You</b> have provided <b>Us</b> with a valuation dated no more than two years prior to the commencement of the <b>Period of Insurance</b> that has been approved by <b>Us</b> and sourced from a <b>Valuer</b>; and</li> <li>3. the <b>Machine</b> is <b>Insured</b> on the <b>Schedule</b> for the value stated on the valuation</li> </ol> <p>then <b>We</b> will pay <b>You</b> the agreed value for which the <b>Machine</b> is insured.</p> <p>Where a valuation from a <b>Valuer</b> has not been received and approved by <b>Us</b>, the maximum amount <b>We</b> will pay under this <b>Policy</b> will be the agreed value shown on the <b>Schedule</b> unless it is determined to be 20% or more above the market value in which case <b>We</b> will only pay the lesser of:</p>



	<p>1. the Agreed Value shall be the amount declared to <b>us</b> by the <b>insured</b> on the required proposal or any subsequent <b>schedule</b> for renewal.</p> <p>2. the Market Value shall be determined by obtaining valuations from:</p> <p>a. any approved Valuer who is able to substantiate any valuation provided with examples of machines which are the same or similar make, model and type and in like condition to <b>your machine</b> that:</p> <p>b. have sold within the six month period prior to the <b>loss</b>; and/or</p> <p>c. are for sale on the current market.</p> <p>3. <b>We</b> deem an 'approved Valuer' to be a company or person who has reasonable experience and industry knowledge within the New Zealand market of:</p> <p>a. the type of machine being claimed for; and</p> <p>b. the type of industry in which the machine is/ was being used.</p>	<p>1. the agreed value stated on the <b>Schedule</b>; or</p> <p>2. market value plus 20%.</p> <p>For the purpose of this extension:</p> <p>1. the agreed value shall be the amount declared to <b>Us</b> by the <b>Insured</b> on the required proposal or any subsequent <b>Schedule</b> for renewal;</p> <p>2. the market value shall be determined by obtaining valuations that are approved by <b>Us</b> and sourced from a <b>Valuer</b> who is able to substantiate any valuation provided with examples of machines which are of the same or similar make, model and type and in like condition to <b>Your Machine</b> that:</p> <p>a. have sold within the six month period prior to the <b>Loss</b>; and/or</p> <p>b. are for sale on the current market.</p>
Standard Policy Extension 4 – New		<p>Where the <b>Ancillary Equipment</b> normally used with <b>Your Machine</b> is the subject of a claim then:</p> <p>1. where the value of any one item of <b>Ancillary Equipment</b> is less than or equal to 25% of the <b>Sum Insured</b> of the <b>Machine</b> to which they relate, such items will be automatically covered and any claim will be subject to a maximum amount payable of \$10,000 or 25% of the <b>Sum Insured</b> of the <b>Machine</b> to which the <b>Ancillary Equipment</b> relates, whichever is lesser, any one claim; and</p> <p>2. where the value of any one item of <b>Ancillary Equipment</b> exceeds 25% of</p>



		<p>the <b>Sum Insured</b> of the <b>Machine</b> to which they relate, such items will only be covered if they are specifically noted on the <b>Schedule</b> and any claim will be assessed on the basis of the market value of the <b>Ancillary Equipment</b> at the time of the <b>Loss</b>. All claims under this extension will be subject to the <b>Excess</b> specified in the <b>Schedule</b>.</p>
Standard Policy Extension 5 - Amended	<p><b>4. Appreciation</b> It is understood and agreed that the insurance under this <b>policy</b> is extended to cover appreciation of the Agreed Value of <b>your machine</b> due to any cause whatsoever PROVIDED always that such appreciation shall not exceed 25% of the <b>Sum insured</b>.</p>	<p><b>5. Appreciation (Total Loss)</b> It is understood and agreed that where there has been a <b>Total Loss</b>, this <b>Policy</b> is extended to cover appreciation of the market or agreed value (as determined by <i>Extension 3</i> above) of <b>Your Machine</b> due to any cause whatsoever provided always that such appreciation shall not exceed 25% of the <b>Sum Insured</b>. Any claim under this extension will be subject to proof of market value, and any appreciation, at the time of <b>Loss</b>, determined in accordance with the process for determining market value in standard <i>Extension 3. Agreed Value</i> above. Where the value is established in <b>Excess</b> of the <b>Sum Insured</b> stated in the <b>Schedule</b> an additional premium shall be payable.</p>
Standard Policy Extension 6 - Amended	<p><b>5. Breach of Warranty</b> The indemnity provided by this <b>policy</b> will not be invalidated by reason of any breach of warranty or condition of this <b>policy</b> where the breach occurs without the knowledge of the <b>insured</b> named in the <b>schedule</b> PROVIDED the <b>insured</b> named in the <b>schedule</b> has not waived any right of recovery against the driver or operator.</p>	<p><b>6. Breach of Warranty</b> <b>We</b> will cover <b>You</b> for <b>Loss</b> when <b>Your Machine</b> is being used in a manner to which <i>General Exceptions 7, 19, 20</i> and <i>21</i> of the <b>Policy</b> would apply provided that: 1. the use was without <b>Your</b> knowledge or consent;</p>



		<p>2. <b>You</b> have not waived any right of recovery against the driver or person responsible for the Loss; and</p> <p>3. <b>You</b> co-operate fully in any subrogated recovery action.</p> <p>The maximum amount payable under this extension is limited to the amount shown on the <b>Schedule</b>. <b>You</b> will be responsible for the <b>Excess</b> shown in the <b>Schedule</b>.</p> <p>This extension also covers <b>Your Liability</b> where otherwise covered under this <b>Policy</b>, but not the liability of the operator or person responsible for the <b>Loss</b>, and not <b>Your Liability</b> for punitive or exemplary damages. For the purpose of this extension only, '<b>You</b>' means the name shown on the <b>Schedule</b>. If <b>You</b> are a legal entity other than a person, then any person who has an interest in the legal ownership of the <b>Insured</b> entity, will be deemed to have been using the <b>Machine</b> with <b>Your</b> knowledge or consent.</p>
Standard Policy Extension 7 - Amended	<p>6. Cleaning Up Costs</p> <p>This <b>policy</b> is extended to include any cost incurred in cleaning up and disposing of any debris resulting from an <b>accident to your machine</b>, including any load carried thereon, PROVIDED <b>our</b> total <b>liability</b> does not exceed \$10,000 in respect of any one claim under this extension.</p>	<p>7. Clean Up Costs</p> <p>This <b>Policy</b> is extended to include any reasonable costs incurred in cleaning up and disposing of any debris resulting from an <b>Accident to Your Machine</b>, including any load carried thereon, provided <b>Our</b> total <b>Liability</b> does not exceed \$25,000 in respect of any one claim under this extension. For the purpose of this extension "debris" means any part of <b>Your Machine</b> including its lubrication that has broken away, shattered, leaked out or fallen off as a direct result of the <b>Accident</b> for which a claim has been accepted. This extension does</p>



		not cover any fine, penalty or order for reparation.
<p>Standard Policy Extension 8 - Number Change Terms of Extension 8 - Number Change</p>	<p>7. Consequential Loss It is understood and agreed that if the business carried on by <b>you</b> is interrupted or interfered as a direct result of <b>loss to your machine</b> and for which a claim has been accepted under this <b>policy</b>, this insurance extends to:</p> <p>1. Indemnify <b>you</b> against the increase in cost of working and compensate <b>you</b> for the loss of <b>revenue</b> suffered by <b>you</b> PROVIDED that:</p> <p>a. the amount payable for any increase in the cost of working shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of minimising any interruption to the business during the indemnity period in consequence of the <b>loss</b>; and</p> <p>b. <b>you</b> shall provide all documentation required to establish and verify any claim for <b>loss of revenue</b> directly related to the <b>loss</b>; and</p> <p>c. <b>you</b> shall take all reasonable steps to avoid or reduce any potential <b>loss of revenue</b> including reorganising work methods and schedules; and</p> <p>d. <b>you</b> shall take all reasonable measures to assist with the expedient repair and availability of the Machine.</p> <p>2. Pay <b>you</b> a contribution towards the hire/rental of an alternative Machine Provided that:</p> <p>a. The amount payable shall be the additional cost necessarily and reasonably incurred for the sole purpose of minimising any interruption to the business; and</p>	<p>8. Consequential Loss It is understood and agreed that if the business carried on by <b>You</b> is interrupted or interfered as a direct result of <b>Loss to Your Machine</b> and for which a claim has been accepted under this <b>Policy</b>, this insurance extends to:</p> <p>1. Indemnify <b>You</b> against the increase in cost of working and compensate <b>You</b> for the <b>Loss of Revenue</b> suffered by <b>You</b> provided that:</p> <p>a. the amount payable for any increase in the cost of working shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of minimising any to the business during the indemnity period in consequence of the <b>Loss</b>;</p> <p>b. <b>You</b> shall provide all documentation required to establish and verify any claim for <b>Loss of Revenue</b> directly related to the <b>Loss</b>;</p> <p>c. <b>You</b> shall take all reasonable steps to avoid or reduce any potential loss of <b>Revenue</b> including reorganising work methods and <b>Schedules</b>; and</p> <p>d. <b>You</b> shall take all reasonable measures to assist with the expedient repair and availability of the <b>Machine</b>.</p> <p>2. Pay <b>You</b> a contribution towards the hire/rental of an alternative <b>Machine</b> provided that:</p> <p>a. The amount payable shall be the additional cost necessarily and reasonably incurred for the sole purpose of minimising any interruption to the business;</p>



	<p>b. <b>You</b> shall provide all documentation required to establish and verify any claim for the hire/ rental of an alternative machine; and</p> <p>c. <b>You</b> shall take all reasonable measures to assist with the expedient repair and availability of the Machine; and</p> <p>d. No indemnity shall be provided by this extension if a replacement or alternative Machine is available at no cost.</p> <p>Terms of Extension 7:</p> <p>1. No indemnity shall be provided under Extension 7 above for the reimbursement of any <b>deductible</b> or <b>excess</b> applying under any other section or Extension of this <b>policy</b>;</p> <p>2. The provisos contained within Extension 7 above, are conditions precedent to cover under those clauses. If they are not complied with, then no cover will be available;</p> <p>3. Unless otherwise agreed by <b>us, our</b> total liability under Extension 7 above shall not exceed;</p> <p>a. \$5,000 per week; nor</p> <p>b. \$50,000 per claim; nor</p> <p>c. \$250,000 in the aggregate in any one <b>period of insurance</b>.</p> <p>4. The indemnity period shall not exceed six months;</p> <p>5. The <b>excess</b> applying to this Extension shall be a 14-day time <b>excess</b>;</p> <p>6. Subject to the <b>excess</b>, indemnity under this Extension will commence on the date of <b>loss</b> or when <b>we</b> have been notified of <b>Your</b> claim (whichever is later) and end when repairs to <b>your machine</b> have been</p>	<p>b. <b>You</b> shall provide all documentation required to establish and verify any claim for the hire/ rental of an alternative machine;</p> <p>c. <b>You</b> shall take all reasonable measures to assist with the expedient repair and availability of the <b>Machine</b>; and</p> <p>d. No indemnity shall be provided by this extension if a replacement or alternative <b>Machine</b> is available at no cost.</p> <p>Terms of Extension 8</p> <p>1. No indemnity shall be provided under <i>Extension 8</i> above for the reimbursement of any <b>Deductible</b> or <b>Excess</b> applying under any other section or extension of this <b>Policy</b>.</p> <p>2. The provisos contained within <i>Extension 8</i> above, are conditions precedent to cover under those clauses. If they are not complied with, then no cover will be available.</p> <p>3. Unless otherwise agreed by <b>Us, Our</b> total liability under <i>Extension 8</i> above shall not exceed any of:</p> <p>a. \$5,000 per week;</p> <p>b. \$50,000 per claim; or</p> <p>c. \$250,000 in the aggregate in any one <b>Period of Insurance</b>.</p> <p>4. The indemnity period shall not exceed six months.</p> <p>5. The <b>Excess</b> applying to this extension shall be a 14-day time <b>Excess</b> which period starts on the commencement of the indemnity period.</p> <p>6. Subject to the <b>Excess</b>, the indemnity period for this extension will commence on the date of <b>Loss</b> or when <b>We</b> have been notified of <b>Your</b></p>
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	completed or settlement has been made to <b>you</b> (whichever is earlier).	<b>Loss</b> (whichever is later) and end when repairs to <b>your Machine</b> have been completed or settlement has been made to <b>You</b> (whichever is earlier).
Standard Policy Extension 9 - Amended	<p>8. Emergency Services It is hereby understood and agreed that all cover provided by this <b>policy</b> will remain in effect and shall not be prejudiced where any organisation requiring emergency assistance, has used or commandeered <b>your machine</b> or requested or instructed <b>you</b> to use or operate <b>your machine</b> in a hazardous environment for the express purpose of preventing <b>loss</b> or damage PROVIDED the right of recovery against the organisation has not been prejudiced.</p>	<p>9. Emergency Services It is hereby understood and agreed that all cover provided by this <b>Policy</b> will remain in effect and shall not be prejudiced where any organisation requiring emergency assistance, has used or commandeered <b>Your Machine</b> or requested or instructed <b>You</b> to use or operate <b>Your Machine</b> in a hazardous environment for the express purpose of preventing <b>Loss</b> or damage (to other property) provided the right of recovery against the organisation has not been prejudiced.</p>
Standard Policy Extension 10 - Amended	<p>9. Employee Death by Accident In the event of a work related <b>accident</b> resulting in the death of an employee, <b>we</b> agree to pay to that employee: 1. \$50,000; and 2. Reasonable funeral costs, up to a maximum of \$5,000. Such payments being in addition to any payments under the <i>Accident Compensation Act 2001</i>, equivalent legislation or other applicable insurances. Provided that: a. This extension is limited to an aggregate of \$100,000 for death and \$10,000 for funeral costs. Extension 18 (reinstatement) does not apply; b. If one incident results in the death of two or more employees then any</p>	<p>10. Employee Death by Accident In the event of a <b>Work Related Accident</b> resulting in the death of an <b>Employee</b>, <b>we</b> agree to pay: 1. Reasonable funeral costs, up to a maximum of \$5,000 to a nominated account. a. The amount payable for funeral costs includes travel costs for the <b>Employee's</b> immediate family, which shall be limited to their father, mother, brother, sister, spouse, de facto partner or children. b. <b>You</b> must provide <b>Us</b> with all documentation required to establish and verify any claim for the cost payable under this extension. This includes but is not limited to: a quote or invoice for funeral expenses; a copy of the employment contract; and confirmation that the nominated</p>





	<p>indemnity entitlement between those employees will be shared equally;</p> <p>c. Exclusion 19 does not apply to this extension HOWEVER no cover will be provided if the employee that suffers death was under the influence of alcohol, drugs or other intoxicating substances at the time of the incident. If other employees suffer death as the result of the actions of an employee under such influence those employees will be covered unless also under such influence and that was a factor in their death.</p>	<p>account belongs to the <b>Employee's</b> immediate family as stated in <i>a.</i> above and the completed claim form. (<i>c. General Exception 19</i> does not apply to funeral costs cover.</p> <p>d. This extension is limited to an aggregate of \$10,000 for funeral costs in any one <b>Period of Insurance</b> regardless of the number of deaths. <i>Extension 16. Reinstatement of Amount of Insurance</i> does not apply.</p> <p>e. If one incident results in the death of two or more <b>Employees</b> then any indemnity entitlement between those <b>Employees</b> will be shared equally. For the avoidance of doubt, the maximum amount payable by <b>Us</b> shall be \$5,000 per <b>Employee</b>, or \$10,000 in any one <b>Period of Insurance</b> regardless of the number of deaths.</p> <p>2. \$50,000 to the <b>Employee's</b> Estate.</p> <p>a. This extension is limited to an aggregate of \$100,000 for death in any one <b>Period of Insurance</b> regardless of the number of deaths. <i>Extension 16. Reinstatement of Amount of Insurance</i> does not apply.</p> <p>b. If one incident results in the death of two or more <b>Employees</b>, then any indemnity entitlement between those <b>Employees</b> will be shared equally. For the avoidance of doubt the maximum amount payable by <b>Us</b> for one event shall be \$50,000 per <b>Employee</b>, or \$100,000 in the aggregate in any one <b>Period of Insurance</b> regardless of the number of deaths.</p> <p>c. <i>General Exception 19</i> does not apply to this extension however no cover will be provided if the <b>Employee</b> that suffers death was under the</p>
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		<p>influence of alcohol, drugs or other intoxicating substances at the time of the incident. If other <b>Employees</b> suffer death as the result of the actions of an <b>Employee</b> under such influence those <b>Employees</b> will be covered unless also under such influence and that was a factor in their death.</p> <p>d. <b>You</b> must provide <b>Us</b> with all documentation required to establish and verify any claim for the cost payable under this extension. This includes but is not limited to: details of the <b>Employee's</b> estate; death certificate; toxicology report; a copy of employment contract' the company's incident report and the completed claim form.</p> <p>Definitions applicable to this Extension:</p> <p><b>Definitions applicable to this Extension</b></p> <p>For the purposes of 1. and 2. above; the following definitions apply:</p> <p>1. Employee(s) means:</p> <ul style="list-style-type: none"><li>a. a direct <b>Employee</b> of the <b>Insured</b> under a contract of paid employment; or</li><li>b. the owner of the <b>Insured</b> where they also work as part of the <b>Insured's</b> business.</li></ul> <p>For the avoidance of doubt contractors or other staff retained on an ad-hoc basis are not <b>Employees</b>. The definition for <b>Employee</b> extends to include the <b>Employee's</b> estate.</p> <p>2. Work Related Accident means any injury that is caused by <b>Accidental</b>, immediate, violent, external and visible means which:</p>
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		<p>a. occurs during the ordinary course of employment or while the <b>Employee</b> was undertaking an activity at the specific direction of the employer;</p> <p>b. is the direct cause of the <b>Employee's</b> death within 12 calendar months of the incident; and</p> <p>c. results from a cause other than suicide.</p> <p>Any payments made under this extension are in addition to any payments under the <i>Accident Compensation Act 2001</i>, equivalent legislation or other applicable insurances.</p>
Standard Policy Extension 11 - New		<p>11. Fire Extinguishers and Fire Suppression Systems</p> <p><b>We</b> will reimburse <b>You</b> for the cost incurred to refill your Fire Extinguishers or Fire Suppression System canisters following a fire on <b>Your Machine</b> for which a claim has been accepted. The maximum amount payable by <b>Us</b> under this extension shall be \$5,000 any one claim..</p>
Standard Policy Extension 12 - Extension Number Change	10. Goods and Services Tax	12. Goods and Services Tax
Standard Policy Extension 13 - Amended	<p>11. Hired or Borrowed Plant (Liability)</p> <p>Unless otherwise agreed, this <b>policy</b> includes cover for items of Plant hired or borrowed for a maximum period of 90 consecutive days and not otherwise <b>insured</b>, for <b>your</b> Liability to the owner of the machine for:</p> <ol style="list-style-type: none"> <li>1. Loss or damage to any one machine limited to \$250,000 any one machine; and</li> <li>2. Loss or damage up to a maximum total value at risk of \$250,000; and</li> </ol>	<p>13. Hired or Borrowed Machinery</p> <p>It is understood and agreed that if <b>You</b> hire-in or borrow any <b>Machine</b> for a maximum period of 90 consecutive days, this insurance extends to indemnify <b>You</b> and/or the owner of that <b>Machine</b> for the cost of repair or replacement of that <b>Machine</b> provided:</p> <ol style="list-style-type: none"> <li>1. the <b>Machine</b> is not subject to a written hire agreement, and <b>You</b> have not advised <b>Us</b> of the hire at the time the hire commenced;</li> </ol>



	<p>3. consequential losses caused by a loss for which a claim is payable under a) above, subject to a limit any one claim of \$25,000. If the total combined value of all hired in or borrowed <b>plant</b> is in Excess of \$250,000, then payment for any claim will be reduced in proportion to the amount at risk.</p>	<p>2. the <b>Machine</b> is not otherwise insured; and 3. <b>Loss</b> to any one <b>Machine</b> is limited to \$250,000 and \$500,000 in the aggregate in any one <b>Period of Insurance</b> and <b>Our Liability</b> under this extension will not exceed this sum. 4. The owner of the <b>Machine</b> will not be entitled to any other cover provided under this <b>Policy</b>. 5. Indemnity is subject to the Excess stated in the <b>Schedule</b>. <b>We</b> reserve the right to appoint an assessor and invite, accept, adjust or decline estimates or to arrange at <b>Our</b> expense for the removal of the <b>Machine</b> to other repairers for quotation purposes. For the purposes of this standard extension only, "<b>Machine(s)</b>" means any item of plant, machinery, or equipment (including self-propelled items) of the same nature, type and function as that specified in the <b>Schedule</b> and that corresponds with <b>Your</b> declared business activities, that is hired, borrowed, or leased by <b>You</b> but which is not specified in the <b>Schedule</b>. This includes: a. any <b>Ancillary Equipment</b> normally used with the <b>Machine</b>; and b. <b>Accessories</b> and spare parts whilst in or on the <b>Machine</b>.</p>
Standard Policy Extension 14 - Number Change	12. Hoists and Hydraulic Lifting Equipment	14. Hoists and Hydraulic Lifting Equipment
Increased Value - Removed	13. Increased Value This <b>policy</b> is extended to include the increased value of <b>your machine</b> which is taken off the road during the <b>period of Insurance</b> for the purpose of a major overhaul, refit or modification	



	whereby the Sum <b>insured</b> shall be automatically increased by the value of the work undertaken PROVIDED that the Sum <b>insured</b> shall not exceed the market value and WARRANTED that <b>you</b> declare amendments of value to <b>us</b> at each renewal date or immediately where such improvements increase the existing value by more than 10%.	
Standard Policy Extension 15 - Amended	<p>14. Interest Clause Should <b>your machine</b> be subject to any lease, hire or other financial agreement this <b>policy</b> notes such interests and <b>loss</b> if any may be payable to the lessor or unpaid vendor whose receipt shall be a full discharge. Should <b>you</b> instruct <b>us</b> to cancel this <b>policy</b>, <b>we</b> hereby undertake to advise any interested party by giving 30 days notice of cancellation Provided that:</p> <ol style="list-style-type: none"> <li>1. the interested party has requested their interest to be noted on this <b>policy</b>;</li> <li>2. <b>your</b> instruction to cancel this <b>policy</b> is given within the <b>period of insurance</b>.</li> </ol>	<p>15. Interested Party Clause Should <b>Your Machine</b> be subject to any lease, hire or other financial agreement this <b>Policy</b> notes such interests and <b>Loss</b>, if any, may be payable to the lessor or unpaid vendor whose receipt shall be a full discharge. Should <b>You</b> instruct <b>Us</b> to cancel this <b>Policy</b>, <b>We</b> hereby undertake to advise any interested party by giving 30 days' notice of cancellation provided that:</p> <ol style="list-style-type: none"> <li>1. the interested party has requested their interest to be noted on this <b>Policy</b>;</li> <li>2. the interested party has provided <b>Us</b> with contact details for where notices should be served on them; and</li> <li>3. <b>Your</b> instruction to cancel this <b>Policy</b> is given within the <b>Period of Insurance</b>.</li> </ol>
Mutually Acceptable Loss Adjusters - Removed	<p>15. Mutually Acceptable Loss Adjusters It is noted and understood that the appointment of any <b>loss</b> Adjuster to any claim under this <b>policy</b> shall be mutually acceptable and agreeable to both <b>you</b> and <b>us</b>.</p>	
No Excess for Fire or Theft - Removed	16. No Excess for Fire or Theft	



	Where <b>your machine(s)</b> is fitted with a manufacturer (or authorised agent thereof) approved and operational fire suppression or theft prevention system, it is agreed that no <b>excess</b> will be deducted from any claim directly resulting from the risk of fire PROVIDED that the fire suppression and theft prevention systems are regularly serviced and checked by the manufacturer (or authorised agent thereof) at intervals of no more than 6 months.	
Progress Payments - Removed	17. Progress Payments In the event of damage or destruction to <b>your machine</b> , for which <b>liability</b> is admitted by <b>us</b> , <b>you</b> shall be entitled to progress payments PROVIDED that an interim statement of <b>loss</b> is supplied by <b>you</b> and approved by the assessor.	
Proportional Premium Refund - Total Loss - Removed	18. Proportional Premium Refund - Total Loss Following an <b>accident</b> for which a claim has been accepted under this <b>policy</b> it is agreed that if an <b>insured</b> item suffers a <b>total loss</b> whereby the market value is less than the Sum <b>insured</b> then <b>we</b> agree to refund to <b>you</b> the proportion of premium being the amount of difference between market value and the Sum <b>insured</b> multiplied by the incepting rate of insurance prorated from the date of <b>loss</b> through to the expiry of cover.	
Standard Policy Extension 16 - Number Change	19. Reinstatement of Amount of Insurance	16. Reinstatement of Amount of Insurance
Standard Policy Extension 17 - Amended	Where a claim has been accepted under this <b>policy</b> , it is agreed that <b>we</b> will pay the repair costs in line with	17. Repair and Reinstatement – Basis of Settlement Where a claim has been accepted under this <b>Policy</b> , and <b>We</b> have



	<p>the following bases of settlement clause: Bases of settlement</p> <ol style="list-style-type: none"><li>1. Where damage to an <b>insured</b> item can be repaired <b>we</b> will pay all expenses necessarily incurred to restore <b>your</b> damaged machine to its state of serviceability immediately before the occurrence of damage. If the repairs are executed by <b>you, we</b> will pay the cost of materials and wages incurred for the purpose of the repairs, plus a reasonable allowance to cover overhead charges.</li><li>2. Where damage has occurred to the engine, transmission or drive train the basis of settlement for any replacement parts shall be;<ol style="list-style-type: none"><li>a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; OR</li><li>b. the market value of such parts as may be available at the time of repair; whichever is the less.</li></ol></li><li>3. Where the item <b>insured</b> is more than 15 years old from the date of manufacture the basis of settlement for any replacement parts shall be;<ol style="list-style-type: none"><li>a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; OR</li><li>b. the market value of such parts as may be available at the time of repair; whichever is the less.</li></ol></li><li>4. If any parts are found to be unprocurable <b>our liability</b> for these parts shall be limited to the manufacturers or suppliers latest list price.</li><li>5. Where <b>your machine</b> is totally destroyed <b>we</b> will at <b>our</b> own option either;</li></ol>	<p>elected to indemnify <b>You</b> for the cost of repair or reinstatement of <b>Your Machine</b>, it is agreed that <b>We</b> will pay the repair costs in line with the following basis of settlement clause:</p> <p><b>Basis of Settlement</b></p> <ol style="list-style-type: none"><li>1. Where damage to a <b>Machine</b> can be repaired, <b>We</b> will pay all expenses necessarily incurred to restore <b>Your</b> damaged <b>Machine</b> to its state of serviceability immediately before the occurrence or damage. If the repairs are executed by <b>You, We</b> will pay the cost of materials and wages incurred for the purpose of the repairs, plus a reasonable allowance to cover overhead charges related to the repairs.</li><li>2. Where damage has occurred to the engine, transmission or drive train the basis of settlement for any replacement parts shall be:<ol style="list-style-type: none"><li>a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; or</li><li>b. the market value of such parts as may be available at the time of repair; whichever is the lesser.</li></ol></li><li>3. Where the item insured is more than 15 years old from the date of manufacture, the basis of settlement for any replacement parts shall be:<ol style="list-style-type: none"><li>a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; or</li><li>b. the market value of such parts as may be available at the time of repair; whichever is the lesser.</li></ol></li><li>4. If any parts are found to be unprocurable <b>Our</b> liability for these parts shall be limited to the</li></ol>
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	<p>a. pay the Agreed Value of <b>your machine</b> immediately before the occurrence of damage; OR</p> <p>b. supply an equivalent replacement item similar in type capacity and condition to <b>your machine</b> immediately before the occurrence of damage and pay any costs for ordinary freight and installation. An item will be deemed to be totally destroyed if the cost of repairs as detailed in paragraph (a) equals or exceeds the Agreed Value of the <b>insured</b> item.</p>	<p>manufacturer's or supplier's latest list price.</p>
<p>Standard Policy Extension –18 - Amended</p>	<p>21. Salvage, Recovery and Re-Siting Costs Subject to a claim being accepted under this <b>policy</b> it is agreed that cover will be extended to include the reasonable cost:</p> <ol style="list-style-type: none"> <li>1. incurred in salvaging or recovering of the <b>insured</b> machine, including the costs of ensuring its safety and delivery to a place of suitable repair or inspection and re-siting any repaired item;</li> <li>2. of recovery and/or withdrawal in the event of any item of machinery becoming unintentionally immobilised in or about the site of any contract, (such cost shall be deemed to be "damage" within the meaning of this <b>policy</b>). <b>You</b> shall be responsible for the standard <b>policy</b> Excess applying to the <b>insured</b> item subject to a minimum of \$2,500 of each and every claim.</li> </ol> <p>Provided always that:</p> <ol style="list-style-type: none"> <li>1. <b>Our liability</b> in respect of all such costs shall not exceed 20% of the <b>Sum insured</b> of the <b>insured</b> item</li> </ol>	<p>18. Salvage, Recovery and Re-Siting Costs Subject to a claim being accepted under this <b>Policy</b> it is agreed that cover will be extended to include the reasonable costs:</p> <ol style="list-style-type: none"> <li>1. incurred in salvaging or recovering <b>Your Machine</b>, including the costs of ensuring its safety and delivery to a place of suitable repair or inspection and re-siting any repaired machine; and</li> <li>2. of recovery and/or withdrawal in the event that <b>Your Machine</b> becomes unintentionally immobilised in or about the site of any contract, (such cost shall be deemed to be "<b>Loss</b>" within the meaning of this <b>Policy</b>). Provided always that:             <ol style="list-style-type: none"> <li>a. <b>Our</b> liability in respect of all such costs shall not exceed 20% of the <b>Sum Insured</b> of the <b>Machine</b> subject to a maximum of \$50,000 any one claim; and</li> <li>b. any claim shall be subject to the <i>General Exceptions</i> contained within this <b>Policy</b>.</li> </ol> </li> </ol>





	<p>subject to a maximum of \$50,000 any one claim;</p> <p>2. any claim shall be subject to the General Exceptions contained within this <b>policy</b>.</p>	<p><b>You</b> shall be responsible for the standard <b>Policy Excess</b> applying to the <b>Machine</b> subject to a minimum of \$2,500 each and every claim.</p>
Temporary Repairs - Removed	<p>22. Temporary Repairs It is understood and agreed that the indemnity provided by this <b>policy</b> for <b>loss to your machine(s)</b> shall also include the reasonable additional cost incurred in effecting temporary repair of indemnifiable damage up to a limit of \$5,000 PROVIDING the prior approval of the Insurer has been obtained.</p>	
Standard Policy Extension 19 - Amended	<p>This extension covers <b>your</b> Liability at law, including legal expense in defending any claim, to indemnify Third Parties for their <b>loss</b> or injury in the event of <b>accident</b>, caused by, or in connection with <b>your machine</b> only whilst on a road, including while it is being loaded or unloaded. <b>We</b> will also indemnify any person who is driving <b>your machine</b> who has <b>your</b> permission to do so, but not during and in connection with the letting out on hire of <b>your machine</b> without a driver unless Liability was completely and directly attributable to the failure of <b>your machine</b> and outside the control of the hirer or other contracting party. Provided <b>our</b> total <b>liability</b> will not exceed \$10,000,000 unless otherwise agreed and stated in the <b>schedule</b> (inclusive of all costs and expenses) in respect of any one claim or claims arising from any one <b>accident</b>. If <b>our</b> total Liability is insufficient to cover both <b>you</b> and any other party entitled</p>	<p>19. Third Party - Road Risk Only This extension covers <b>Your Liability</b>, including legal expense in defending any claim, to compensate Third Parties for their <b>Loss</b> or injury in the event of an <b>Accident</b>, caused by, or in connection with <b>Your Machine</b> only whilst on a Road, including while it is being loaded or unloaded. <b>We</b> will also indemnify any person who is driving <b>Your Machine</b> who has <b>Your</b> permission to do so, but not during and in connection with the letting out on hire of <b>Your Machine</b> without a driver unless <b>Liability</b> was completely and directly attributable to the failure of <b>Your Machine</b> and outside the control of the hirer or other contracting party. Provided <b>Our</b> total liability will not exceed \$10,000,000 unless otherwise agreed and stated in the <b>Schedule</b> in respect of any one claim or claims arising from any one <b>Accident</b>. Cover for defence costs and expenses that are necessarily and reasonably</p>



	<p>to cover under this <b>policy</b> it shall apply in priority to <b>you</b>. Provided also that <b>we</b> shall not be liable in respect of:</p> <ol style="list-style-type: none"><li>1. <b>liability</b> in respect of property or injury to any person, who at the time of the <b>accident</b>, was in charge of <b>your machine</b>;</li><li>2. any person who at the time of the <b>accident</b> out of which bodily injury or damage arose was driving <b>your machine</b>;</li><li>3. <b>liability</b> directly or indirectly caused while any component on the <b>insured</b> machine is being used or operated for the purpose for which it has been designed (e.g. operation of a crane, log skidder, backhoe and the like);</li><li>4. <b>liability</b> in respect of any property which belongs to, or is in the care, custody or control of any <b>insured</b>, other than personal baggage and wearing apparel of any passenger, a building leased or rented by the <b>insured</b> or a machine (not being the property of the <b>insured</b> or <b>insured</b> under this <b>policy</b>) which is being towed by an <b>insured</b> machine. However this does not apply to machines which are towed or recovered for reward where the <b>insured's</b> business includes a machine recovery service.</li></ol> <p>For the purposes of this extension only "Road" shall mean any place which the public have access to, whether as of right or not (e.g. service lane, street, motorway, or closed roads such as off highway service roads and the like). Subject always to the <b>excess</b> stated in the <b>schedule</b>.</p>	<p>incurred, and with <b>Our</b> prior written consent, will be paid in addition to the <b>Sum Insured</b> for Road Risk. Provided also that <b>We</b> shall not indemnify <b>You</b> for <b>Liability</b>:</p> <ol style="list-style-type: none"><li>1. in respect of property or injury to any person, who at the time of the <b>Accident</b>, was in charge of <b>Your Machine</b>;</li><li>2. to any person who at the time of the <b>Accident</b> out of which bodily injury or damage arose was driving <b>Your Machine</b>;</li><li>3. directly or indirectly caused while <b>Your Machine</b> is being used or operated contrary to the purpose for which it has been designed (e.g. operation of a crane, log skidder, backhoe and the like);</li><li>4. in respect of any property which belongs to, or is in the care, custody or control of any <b>Insured</b>, other than personal baggage and wearing apparel of any passenger, a building leased or rented by the <b>Insured</b> or a machine (not being the property of the <b>Insured</b> or <b>Insured</b> under this <b>Policy</b>) which is being towed by <b>Your Machine</b>. However, this does not apply to machines which are towed or recovered for reward where the <b>Insured's</b> business includes a machine recovery service.</li></ol> <p>For the purposes of this extension only "road" shall mean any place which the public have access to, whether as of right or not (e.g. service lane, street, motorway, or closed roads such as off highway service roads and the like). "Road" includes any closed or gated arterial,</p>
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		secondary or spur road or establishment track which <b>You</b> have been permitted to enter for the purpose of <b>Your</b> declared business activities. But "road" does not include any apron or other airside area. Subject always to the <b>Excess</b> stated in the <b>Schedule</b> .
Standard Policy Extension 20 - Amended	<p>24. Tyre Extension Notwithstanding General Exception 17 this <b>policy</b> is extended to cover <b>accidental loss</b> to any tyre attached to an <b>insured</b> machine. <b>We</b> will pay the replacement value of the tyre, less an allowance for depreciation to account for wear and tear. The maximum payable for any one tyre under this extension shall not exceed the amount stated in the <b>schedule</b> and subject always to the <b>excess</b> stated in the <b>schedule</b>.</p>	<p>20. Tyre Extension Notwithstanding <i>General Exception 17</i>, this <b>Policy</b> is extended to cover <b>Loss</b> to any tyre attached to <b>Your Machine</b>. <b>We</b> will pay the replacement value of the tyre, less an allowance for depreciation to account for wear and tear. The maximum payable for any one tyre under this extension shall not exceed the amount stated in the <b>Schedule</b> and subject always to the <b>Excess</b> stated in the <b>Schedule</b>.</p>
Standard Policy Extension 21 - Amended	<p>25. Uninsured Third Party Protection In the event that a Third Party or their operator/driver has no valid or collectable insurance, this <b>policy</b> is extended to cover <b>your policy excess</b> and any uninsured <b>loss</b> that the <b>insured</b> may have incurred as a result of an <b>accident</b>, where:</p> <ol style="list-style-type: none"> <li>1. the Third Party driver was at fault in the <b>accident</b>; and</li> <li>2. the identity of the Third Party and the driver is established; and</li> <li>3. the <b>insured</b> is unable to make any recovery from the Third Party or the driver;</li> </ol> <p>Provided <b>our</b> total <b>liability</b> does not exceed \$3,000 in respect of any one claim under this extension.</p>	<p>21. Uninsured Third Party Protection. In the event that a Third Party or their operator/driver has no valid or collectable insurance, this <b>Policy</b> is extended to cover <b>Your Excess</b> and any uninsured <b>Loss</b> that the <b>Insured</b> has incurred as a result of an <b>Accident</b>, where:</p> <ol style="list-style-type: none"> <li>1. the Third Party driver was at fault in the <b>Accident</b>; and</li> <li>2. the identity of the Third Party and the driver is established; and</li> <li>3. the <b>Insured</b> is unable to make any recovery from the Third Party or the driver.</li> </ol> <p>Provided <b>Our</b> total liability does not exceed \$3,000 in respect of any one claim under this extension.</p>



Standard Policy Extension 22 - Amended	<p>26. Windscreen (Non Forestry)</p> <p>This <b>policy</b> is extended to cover <b>loss</b> that occurs solely to any windscreen or window glass. This <b>policy</b> will pay the cost of replacement and will be subject to the <b>excess</b> specified in the <b>schedule</b>. It is understood and agreed that this extension will only indemnify the <b>insured</b> in respect of the replacement of the actual glass damaged and not any superior alternative or temporary repair involving additional expense unless otherwise agreed by the Insurer. Cover will only apply where an <b>insured</b> item has been specified within the <b>schedule</b> and:</p> <ol style="list-style-type: none"><li>1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the <b>schedule</b>);</li><li>2. the damage has not occurred whilst <b>your machine</b> is located in any forest;</li><li>3. the Loss must be reported within 60 days of the damage occurring.</li></ol>	<p>22. Windscreen (Non-Forestry)</p> <p>This <b>Policy</b> is extended to cover <b>Loss</b> that occurs solely to any windscreen or window glass. This <b>Policy</b> will pay the cost of replacement and will be subject to the <b>Excess</b> specified in the <b>Schedule</b>. It is understood and agreed that this extension will only indemnify the <b>Insured</b> in respect of the replacement of the actual glass damaged and not any superior alternative or temporary repair involving additional expense unless otherwise agreed by the <b>Insurer</b>. Cover will only apply where a <b>Machine</b> has been specified within the <b>Schedule</b> and:</p> <ol style="list-style-type: none"><li>1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the <b>Schedule</b>);</li><li>2. the <b>Loss</b> has not occurred whilst <b>Your Machine</b> is located in any forest; and</li><li>3. the <b>Loss</b> must be reported within 60 days from the date of the occurrence.</li></ol>
Standard Policy Extension 27 - Removed	<p>27. Windscreen (Forestry Only)</p> <p>This <b>policy</b> is extended to cover damage to windscreen or window glass.</p> <p>Provided that:</p> <ol style="list-style-type: none"><li>1. this <b>policy</b> is limited to only one event per annual period; and</li><li>2. the maximum payable is limited to \$1,500; and</li><li>3. the loss must be reported within 60 days of the damage occurring; and</li><li>4. the <b>excess</b> for this extension is as stated in the <b>schedule</b>.</li></ol>	



<p>Optional Policy Extensions - Definition Amended</p>	<p>Optional Policy Extensions Subject to the same General Exceptions, General Conditions and Claims Conditions of the main wording, <b>we</b> will extend <b>your policy</b> to cover the following extensions which shall be payable in addition to the <b>Sum insured</b>.</p>	<p>Optional Policy Extensions Subject to the <i>General Exceptions, General Conditions</i> and <i>Claims Conditions</i> and where the <i>Optional Extensions</i> are selected on the <b>Schedule</b>, <b>We</b> will extend this <b>Policy</b> to cover the following extensions which shall be payable in addition to the <b>Sum Insured</b>.</p>
<p>Optional Policy Extension 1 - Amended</p>	<p>1. Finance Payment Protection In the event of <b>loss</b> or damage to the machine for which a claim is accepted, <b>we</b> will indemnify <b>you</b> (calculated on a daily prorata basis) against <b>your</b> obligation to meet payments on such machine under any finance or lease agreement Provided that: 1. the amount payable under this extension shall be based on the annual loan repayment amount and calculated on a daily prorata basis limited to the period as described in (e) below; and 2. <b>we</b> shall not be liable for any more than the limit shown for this extension; and 3. <b>we</b> shall not be responsible for the first 10% of such Loss with a minimum of \$2,500; and 4. <b>we</b> shall not be liable for any balloon or residual value payment that may be due during a repair or replacement period; and 5. the indemnity provided by this extension shall cease after 6 consecutive months or when the <b>insured</b> item is repaired or replaced, whichever is the earlier; and 6. no indemnity shall be provided by this extension unless the period of</p>	<p>1. Finance Payment Protection In the event of <b>Loss</b> to <b>Your Machine</b> for which a claim is accepted, <b>We</b> will indemnify <b>You</b> (calculated on a daily prorated basis) against <b>Your</b> obligation to meet payments on such <b>Machine</b> under any finance or lease agreement Provided that: 1. the amount payable under this extension shall be based on the annual loan repayment amount and calculated on a daily prorated basis limited to the period as described in 5. below; 2. <b>We</b> shall not be liable for any more than the limit shown for this extension; 3. <b>We</b> shall not be responsible for the first 10% of such <b>Loss</b> with a minimum of \$2,500; 4. <b>We</b> shall not be liable for any balloon or residual value payment that may be due during a repair or replacement period; 5. the indemnity provided by this extension shall cease after six consecutive months from the date of <b>Loss</b> or when the <b>Insured</b> item is repaired or replaced, whichever is the earlier; and 6. no indemnity shall be provided by this extension unless the period of</p>



	repair or replacement of the <b>insured</b> item exceeds 14 consecutive days..	repair or replacement of the <b>Machine</b> exceeds 14 consecutive days.
Optional Policy Extension 2 - Amended	<p>2. Foreign Objects</p> <p>Notwithstanding General Exceptions 8 and 12 this <b>policy</b> is extended to include <b>accidental loss</b> caused by the ingestion or entry of any foreign object subject always to the limits and <b>excess</b> stated in the <b>schedule</b>. This extension shall only apply in respect of agricultural implements and machinery.</p>	<p>2. Foreign Objects</p> <p>Notwithstanding <i>General Exceptions 8 and 12</i>, this <b>Policy</b> is extended to include <b>Loss</b> caused by the ingestion or entry of any foreign object subject always to the limits and <b>Excess</b> stated in the <b>Schedule</b>. This extension shall only apply in respect of agricultural <b>Machines</b>.</p>
Optional Policy Extension 3 - Amended	<p>3. Goods On Hook</p> <p>Notwithstanding anything contained in this <b>policy</b> to the contrary, cover is extended to include <b>accidental</b> direct damage to property belonging to <b>you</b> or in <b>your</b> care, custody or control while being handled by <b>your machine</b>. PROVIDED <b>our</b> total <b>liability</b> for any one <b>loss</b> shall not exceed the amount stated in the <b>schedule</b> and subject always to the <b>excess</b> stated in the <b>schedule</b>. Damage to property arising from a fault in or fragility of such property or its container is not covered.</p>	<p>3. Goods On Hook</p> <p>Notwithstanding anything contained in this <b>Policy</b> to the contrary, cover is extended to include <b>Accidental Loss</b> to property:</p> <ol style="list-style-type: none"> <li>1. belonging to <b>You</b> or in <b>Your</b> care, custody or control; and</li> <li>2. while being handled by <b>Your Machine</b>.</li> </ol> <p>Provided <b>Our</b> total liability for any one <b>Loss</b> shall not exceed the amount stated in the <b>Schedule</b> and subject always to the <b>Excess</b> stated in the <b>Schedule</b>. <b>Loss</b> to property arising from a fault in or fragility of such property or its container is not covered.</p>
Optional Policy Extension 4 - Amended	<p>4. Hired-In Plant</p> <p>Notwithstanding anything contained in this <b>policy</b> to the contrary, cover is extended to include <b>loss</b> or damage to any item of Plant that is hired, leased or rented from another party. Such cover is subject to:</p> <ol style="list-style-type: none"> <li>1. A formal written hire, lease or rental agreement signed by both parties being in place at the time of loss; and</li> </ol>	<p>4. Hired-In Plant</p> <p>Notwithstanding anything contained in this <b>Policy</b> to the contrary, cover is extended to include <b>Loss</b> to any <b>Machine</b> that is hired, leased or rented from another party, and <b>You</b> have advised <b>Us</b> of the hire at the time of the hire commencement date and <b>We</b> have confirmed the <b>Machine</b> is covered. Such cover is subject to:</p> <ol style="list-style-type: none"> <li>1. a formal written hire, lease or rental agreement signed by both</li> </ol>



	<p>2. Loss or damage to any one machine being limited to \$250,000 any one claim, and \$250,000 in the aggregate, or as otherwise stated within the <b>schedule</b>; and</p> <p>3. Maximum period on hire being 90 days; and</p> <p>4. Consequential losses (as covered under Standard <b>Policy</b> Extension 7) incurred by the owner of the machine being caused by a Loss for which a claim is payable under (ii) above, subject to a limit any one claim of \$50,000, and \$250,000 in the aggregate, and</p> <p>5. The excess applying to any claim under this extension shall be the same as that applying to the main <b>schedule</b> of the <b>policy</b>, subject to a minimum of 1% of the machine value stated in the hire agreement, minimum \$500 for any one machine hired in; and 10% of the machine value stated in the hire agreement, minimum \$2,500 for cover provided for Consequential Loss under clause (d) above.</p>	<p>parties being in place at the time of <b>Loss</b> and under which <b>You</b> are responsible for insuring the <b>Machine</b>;</p> <p>2. <b>Loss</b> to any one <b>Machine</b> being limited to \$250,000 any one claim and in the aggregate in any one <b>Period of Insurance</b>, or as otherwise stated within the <b>Schedule</b>;</p> <p>3. the maximum period on hire being 90 days or as otherwise stated within the <b>Schedule</b>; and</p> <p>4. the <b>Excess</b> applying to any claim under this extension shall be the same as that applying to the main <b>Schedule</b> of the <b>Policy</b>.</p> <p>In the event of <b>Loss</b>, <b>We</b> require all documentation necessary to establish and verify cover, this includes but is not limited to, a confirmation of the period of hire and a copy of the formal written agreement signed by both parties and confirmation of the value of the <b>Machine</b>.</p> <p>In addition, it is agreed that the owner of the <b>Machine</b> is covered for consequential losses (as covered under <i>Standard Extension 8</i>) caused by a <b>Loss</b> covered under this extension and for which a claim is payable provided:</p> <p>a. there is a contractual obligation to pay such costs under a formal hire, lease or rental agreement signed by both parties and being in place at the time of the <b>Loss</b>;</p> <p>b. <b>Our</b> limit of indemnity for such consequential losses shall not exceed \$50,000 per claim, and \$250,000 in the aggregate in any one <b>Period of Insurance</b>; and</p>
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		<p>c. the <b>Excess</b> applying to any claim under this extension shall be the same as that applying to the main <b>Schedule</b> of the <b>Policy</b>;</p> <p>d. Cover is limited to the terms; conditions and requirements as stipulated in <i>Standard Extension 8</i>. Other than as provided above, the owner of the <b>Machine</b> will not be entitled to any other cover provided under this <b>Policy</b>.</p> <p><b>We</b> reserve the right to appoint an assessor and invite, accept, adjust or decline estimates or to arrange at <b>Our</b> expense for the removal of the <b>Machine</b> to other repairers for quotation purposes.</p> <p>For the purposes of this Optional extension only, "<b>Machine(s)</b>" means any item of plant, machinery, or equipment (including self-propelled items) that is not specified in the <b>Schedule</b> at inception and of which <b>We</b> are subsequently advised of being hired, leased or rented by <b>You</b> under this extension. This includes:</p> <p>I. any <b>Ancillary Equipment</b> normally used with the <b>Machine</b>; and</p> <p>II. <b>Accessories</b> and spare parts whilst in or on the <b>Machine</b>.</p>
Machinery Breakdown - Removed	<p>6. Machinery Breakdown Notwithstanding General Exception 12 this <b>policy</b> is extended to include: Machinery Breakdown (as defined below) of the item number(s) specified in the <b>schedule</b>. Machinery Breakdown shall mean sudden and unforeseen physical <b>loss</b> or damage causing the actual breaking or burning out of any part of a machine necessitating repair or</p>	





	<p>replacement before normal working can be resumed including (but not limited to) damage resulting from:</p> <ol style="list-style-type: none"><li>1. defects in material design, construction, erection or assembly;</li><li>2. fortuitous working <b>accidents</b> such as vibration, maladjustment, loosening of parts, molecular fatigue, centrifugal force, abnormal stresses, defective or <b>accidental</b> lack of lubrication, water hammer or local overheating, electronic, electrical or mechanical defects or failure of protection devices;</li><li>3. excessive electrical pressure from any cause, failure of insulation, short circuits, open circuits or arcing or the effects of static electricity in any case causing sudden stoppage of the machinery and necessitating repair or replacement before normal operation can be resumed.</li></ol> <p>Provided that:</p> <ol style="list-style-type: none"><li>a. <b>We</b> shall not be liable under this <b>policy</b> for any more than the manufacturer's or supplier's last published price for any part of any item of machinery that is no longer available to effect repair;</li><li>b. <b>our</b> total <b>liability</b> under this extension in respect of any single occurrence of breakdown shall not exceed the Sum <b>Insured</b> shown against each item in the Schedule. Subject otherwise to the terms, conditions and exceptions of this <b>policy</b>.</li></ol> <p>The <b>excess</b> applying to all claims under this extension is as stated in the <b>schedule</b>.</p>	
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Optional Policy Extension 6 – Number Change	7. Profit Share Clause	6. Profit Share Clause
Optional Policy Extension 7 - Amended	<p>8. Tools and Sundry Equipment This <b>policy</b> is extended to cover market value in respect of Plant, machinery, tools (including employees tools and other personal effects not otherwise <b>insured</b>), equipment, Mobile Plant and motor machine parts and accessories, tyres, stores of petrol, diesel and oil, mobile and radio telephones including base and handsfree units, office equipment including computers, <b>your</b> own or for which <b>you</b> are responsible anywhere in New Zealand PROVIDING not otherwise <b>insured</b>.</p> <p>This extension does not provide indemnity in respect of buildings, structures or caravans, whether fixed to the ground or not UNLESS otherwise specified It is hereby understood that cover in respect of burglary and/or theft only applies where <b>loss</b> is resulting from violent and forcible entry or exit from any enclosed building and/or enclosed vehicle/machine.</p> <p><b>Our</b> total Liability for any one <b>loss</b> shall not exceed the amount stated in the <b>schedule</b> and subject always to the <b>excess</b> stated in the <b>schedule</b>.</p>	<p>7. Tools and Sundry Equipment This <b>Policy</b> is extended to cover market value following <b>Loss</b> in respect of:</p> <ol style="list-style-type: none"> <li>1. <b>Your Machine</b> tools (including employee tools); and</li> <li>2. equipment, mobile <b>Plant</b> and motor machine parts and accessories, tyres, stores of petrol, diesel and oil, mobile and radio telephones including base and hands-free units, office equipment including computers, <b>Your</b> own or for which <b>You</b> are responsible anywhere in New Zealand providing not otherwise insured.</li> </ol> <p>This extension does not provide indemnity in respect of buildings, structures or caravans, whether fixed to the ground or not unless otherwise specified. It is hereby understood that cover in respect of burglary and/or theft only applies where <b>Loss</b> results from violent and forcible entry or exit from any enclosed building and/or enclosed vehicle/ <b>Machine</b>.</p> <p><b>Our</b> total liability for any one <b>Loss</b> shall not exceed the amount stated in the <b>Schedule</b> and subject always to the <b>Excess</b> stated in the <b>Schedule</b>.</p>
Optional Policy Extension 8 - Amended	<p>9. Windscreen (Forestry Only) Where damage has occurred to the windscreen or window glass of <b>your machine</b> whilst located in any forest, this <b>policy</b> is extended to cover <b>loss</b> that occurs solely to any windscreen or window glass. This <b>policy</b> will pay the cost of replacement and will be subject to the <b>excess</b> specified in the</p>	<p>8. Windscreen (Forestry Only) Where damage has occurred to the windscreen or window glass of a <b>Machine</b> this <b>Policy</b> is extended to cover <b>Loss</b> that occurs solely to any windscreen or window glass. This <b>Policy</b> will pay the cost of replacement and will be subject to the <b>Excess</b> specified in the <b>Schedule</b>.</p>



	<p><b>schedule.</b> It is understood and agreed that this extension will only indemnify the <b>insured</b> in respect of the replacement of the actual glass damaged and not any superior alternative or temporary repair involving additional expense unless otherwise agreed by the Insurer. Cover will only apply where an <b>insured</b> item has been specified within the <b>schedule</b> as having this extension and:</p> <ol style="list-style-type: none"> <li>1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the <b>schedule</b>);</li> <li>2. the Loss must be reported within 60 days of the damage occurring.</li> </ol>	<p>It is understood and agreed that this extension will only indemnify the <b>Insured</b> in respect of the replacement of the actual glass damaged and not any superior alternative or temporary repair involving additional expense unless otherwise agreed by <b>Us</b>. Cover will only apply where a <b>Machine</b> has been specified within the <b>Schedule</b> as having this extension and:</p> <ol style="list-style-type: none"> <li>1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the <b>Schedule</b>); and</li> <li>2. the <b>Loss</b> must be reported within 60 days of the <b>Loss</b> occurring.</li> </ol>
General Conditions Definition - New		<p>General Conditions These are the <i>General Conditions</i> that apply to this <b>Policy</b>. There are also specific conditions set out elsewhere. <b>You</b> must comply with all the obligations and conditions of this <b>Policy</b>. If <b>You</b> do not, in some instances <b>Your</b> claim will not be paid. Some parts of this <b>Policy</b> may cover other people or companies or entities as well as <b>You</b>. To gain the benefit of any cover under this <b>Policy</b> they must meet all the same conditions and obligations <b>You</b> are required to meet.</p>
General Condition 1 - Amended	<p>1. Cancellation <b>You</b> may cancel the <b>policy</b> by giving written notice to <b>us</b> and <b>we</b> will (unless a <b>total loss</b> has been paid) refund 80% of the unused premium. <b>We</b> may cancel the <b>policy</b> by giving <b>you</b> written notice. The notice may be delivered personally or by registered</p>	<p>1. Cancellation 1. <b>You</b> may cancel with prospective effect the whole of this <b>Policy</b> or any section of this <b>Policy</b> by giving written notice to <b>Us</b>. If <b>You</b> have cancelled this <b>Policy</b>, <b>We</b> will refund 80% of the unused premium.</p>



	<p>mail to <b>Your</b> last known postal address. Cancellation will take effect at 4.00pm on the 30th day after the notice has been posted or delivered. If <b>we</b> cancel this <b>policy we</b> will refund <b>you</b> all the unused part of the premium subject to any adjustment required by the terms of the <b>policy</b>.</p>	<p>2. <b>We</b> may cancel this <b>Policy</b> by giving <b>You</b> 30 days written notice. In such a case:</p> <ul style="list-style-type: none"> <li>a. The notice of cancellation will be delivered to <b>You</b> or <b>Your</b> Insurance Representative who acts on <b>Your</b> behalf;</li> <li>b. Cancellation will take effect at 4.00pm on the 30th day after the notice has been sent; and</li> <li>c. If <b>We</b> cancel this <b>Policy</b>, <b>We</b> will refund <b>You</b> all the unused part of the premium subject to any adjustment required by the terms of this <b>Policy</b>.</li> </ul> <p>3. If <b>Your</b> premium is not paid to <b>Us</b> within the time agreed between <b>Us</b> and <b>Your</b> Insurance Representative, <b>We</b> may cancel this <b>Policy</b> by giving <b>You</b> 30 days' notice.</p> <p>4. If <b>We</b> have paid a claim, <b>We</b> can, at <b>Our</b> option, require:</p> <ul style="list-style-type: none"> <li>a. Reimbursement of the claim cost within 14 days; or</li> <li>b. payment of the full premium within 14 days.</li> </ul> <p>If neither is paid within 14 days then <b>We</b> may recover claims costs or full premium and any associated costs in relation to the recovery.</p>
<p>General Condition 2 - Amended</p>	<p>2. Diligence <b>You</b> must take all reasonable steps to protect <b>your machine</b> and will fully comply with the manufacturer's instructions and all legal requirements regarding the safety, maintenance and operation of <b>your machine</b>.</p>	<p>2. Diligence <b>You</b> shall at all times:</p> <ul style="list-style-type: none"> <li>1. service, maintain, use and operate <b>Your Machine</b> in accordance with: <ul style="list-style-type: none"> <li>a. manufacturer's and distributor's recommendations and guidelines; and</li> <li>b. systems and procedures imposed or recommended by law and industry standards.</li> </ul> </li> <li>2. ensure that anyone servicing, maintaining, using or engaged in the</li> </ul>



		<p>operation of <b>Your Machine</b> complies strictly with:</p> <ul style="list-style-type: none"> <li>a. manufacturer's and distributor's recommendations and guidelines; and</li> <li>b. systems and procedures imposed or recommended by law and industry standards.</li> </ul> <p>3. not permit unqualified or inadequately experienced persons to be engaged in the repair, service, maintenance, operation or use of <b>Your Machine</b>.</p> <p>If <b>Loss</b> results from a failure to comply with the above obligations, <b>We</b> may be entitled to refuse to pay the indemnity for the <b>Loss</b>, or reserve the right to significantly reduce the amount that <b>We</b> will pay.</p> <p>If <b>You</b> satisfy <b>Us</b> that <b>You</b> have complied with the recommendations, guidelines, systems and procedures and taken all reasonable steps to avoid damage occurring; then <b>We</b> will not exercise this right to refuse or reduce the indemnity payable for the <b>Loss</b>. However, any other Exceptions and Conditions under this <b>Policy</b> will still apply.</p>
General Condition 3 - Amended	<p>3. Disclosure</p> <p>1. Representatives of TLC Insurance Limited and/ or the Underwriter shall at any reasonable time have the right to inspect and examine the risk and the <b>insured</b> shall provide TLC Insurance Limited with all details and information necessary for the assessment of the risk.</p> <p>2. <b>You</b> shall immediately notify TLC Underwriting Agency Limited in writing of any material change in the</p>	<p>3. Disclosure</p> <p>1. <b>Our</b> representatives and/or the Insurer shall at any reasonable time have the right to inspect and examine the risk and <b>You</b> shall provide <b>Us</b> with all details and information necessary for the assessment of the risk.</p> <p>2. <b>You</b> shall immediately notify <b>Us</b> in writing of any material change in the risk and cause at <b>Your</b> own expense such additional precautions to be taken as circumstances may require,</p>



	<p>risk and cause at <b>your</b> own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.</p>	<p>and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. 3. Failure to comply with 1. and/or 2. above may entitle <b>Us</b> to avoid this <b>Policy</b>.</p>
General Condition 5 - Amended	<p>9. Fraudulent Claim Clause If <b>You</b> shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, then: 1. <b>We</b> shall be entitled to decline that claim in its entirety, regardless of any aspect of that claim not relating to the false or fraudulent activity or device and recover any payments already made; 2. <b>We</b> shall also be entitled to cancel this <b>policy</b>, in which case <b>we</b> will refund to <b>you</b> any pro-rated share of the premium for the period from the date of cancellation to the end of the <b>policy</b> period; 3. Regardless of General Condition 1, cancellation under (b) above shall be: a. Effective if communicated by letter, fax or email, to <b>you</b> or <b>your</b> broker or agent to <b>your</b>, or their, last known address; and b. Effective from the date of <b>loss</b>, claim, notification to <b>us</b>, or first fraudulent activity or device, whichever is the earlier.</p>	<p>5. Fraudulent Claim Clause If <b>You</b> make any claim knowing all or any part of it is false or fraudulent in any respect, then: 1. <b>We</b> shall be entitled to decline that claim in its entirety, including any aspect of that claim not relating to the false or fraudulent activity or device, and recover any payments already made; 2. <b>We</b> shall also be entitled to cancel this <b>Policy</b>, in which case <b>We</b> will refund to <b>You</b> any pro-rated share of the premium for the period from the date of cancellation to the end of the <b>Period of Insurance</b>; 3. Regardless of <i>General Condition 1</i>, cancellation under 2. above shall be: a. effective if communicated by letter, fax or email, to <b>You</b> or <b>Your</b> broker or agent to <b>Your</b>, or their, last known address; and b. effective from the date of <b>Loss</b>, claim, notification to <b>Us</b>, or first fraudulent activity or device, whichever is the earlier. For the avoidance of doubt, <b>Our</b> rights under this endorsement will apply notwithstanding <i>Standard Extension 6 Breach of Warranty</i> and regardless of whether the false or fraudulent act occurred with <b>Your</b> knowledge or consent.</p>
General Condition 6 - Number Change	5. Joint Insurance	6. Joint Insurance



General Condition - Subrogation - Removed	7. Subrogation We have the sole right and option to act in your name and on your behalf to negotiate, defend or settle any claim and to take over for our own benefit any legal right of recovery you may have. If we do this, it will be at our own expense.	
General Condition 7 - Number Changed	6. Other Insurance	7. Other Insurance