



# Tracks & Treads<sup>®</sup> Turbo

## Contractors Mobile Plant Insurance Policy

Effective date: 1 January 2025

360TLCTTV725



TLC Insurance Limited **NZBN** 9429037766177  
127 Second Avenue, Tauranga 3110 | PO Box 7006, Tauranga 3148  
[360uw.co.nz](http://360uw.co.nz)

# Contractors Mobile Plant Insurance Policy

## Table of Contents

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<b>ABOUT THIS BOOKLET</b>	<b>4</b>
+ FOR FURTHER INFORMATION .....	4
<b>GENERAL INFORMATION</b>	<b>5-7</b>
+ CLAIMS CONDITIONS .....	5
+ ADDITIONAL CLAIMS CONDITIONS .....	5
+ COMPLAINT HANDLING PROCESS .....	6
+ TLC COMPLAINT PROCEDURE .....	7
<b>DEFINITIONS</b>	<b>8-9</b>
<b>COVER FOR YOUR MACHINE</b>	<b>10-21</b>
+ GENERAL EXCEPTIONS .....	10
+ STANDARD POLICY EXTENSIONS.....	12
+ OPTIONAL POLICY EXTENSIONS.....	18
+ GENERAL CONDITIONS.....	19

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# About this Booklet

Insurance administered and issued by TLC Insurance Limited, underwritten by AIG Insurance New Zealand Limited.

THIS POLICY OF INSURANCE confirms that in return for payment of the premium shown in the **Schedule**, **We** have agreed to insure **You**, in accordance with the details shown in the **Schedule** in conjunction with this **Policy** wording.

In accepting this Insurance, the Underwriters have relied on the information and statements that **You** have provided on the Proposal Form (or Declaration). **You** should carefully read this **Policy** wording and the **Schedule** attached hereto, and if it is not correct please contact **Us**. It is an important document and **You** should keep it in a safe place with all other papers relating to this Insurance.

This **Policy** of Insurance is issued by TLC Insurance Limited in accordance with the authority granted to them by AIG Insurance New Zealand Limited.

## For Further Information

**Our** knowledge, expertise and experience are always available to **Your** broker and **You**. If **You** need any further information about this **Policy**, or any other product or service **We** provide, then contact **Your** 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. [info@tlcinsurance.co.nz](mailto:info@tlcinsurance.co.nz)  
Website. [360uw.co.nz](http://360uw.co.nz)

# General Information for Your Contractors Mobile Plant Insurance Policy

## How To Make a Claim

For all claims enquiries, **You** can contact TLC:

Phone. 0800 TLCCLAIMS (0800 852 524)  
Email. [claims@tlcinsurance.co.nz](mailto:claims@tlcinsurance.co.nz)

**You** can download a Heavy Machinery General Claim Form from **Our** website: <https://360uw.co.nz/tlc-insurance/>

## Claims Conditions

If **You** do not comply with these *Claims Conditions*, which are conditions precedent to indemnity, then **We** may not accept **Your** claim.

**You** must:

1. give **Us** free access to examine and assess any **Loss** or **Liability**;
2. provide any other information or assistance **We** reasonably request in relation to **Your** claim;
3. forward any letter of demand or court documents to **Us** immediately;
4. if **We** request it, provide a statutory declaration to verify the **Loss** and/or the **Liability**;
5. if **We** request it, attend interviews with any person **We** nominate; and
6. if **We** request it, fully complete **Our** claim form as soon as practical.

**You** must also:

- a. obtain **Our** approval before proceeding with repairs;
- b. make the **Machine** available for inspection by **Us**;
- c. retain any parts, damaged or undamaged, for inspection by **Us**;
- d. be responsible for the payment of the **Excess** to the repairer;
- e. not incur any expense or negotiate, pay, settle, repudiate or admit responsibility for any **Loss** or **Liability** without **Our** prior written consent;
- f. notify **Us** immediately if **You** or any other person entitled to cover under this **Policy** for reparation is charged with any offence in connection with the use of the **Machine** or any other vehicle which has resulted in **Loss** or **Liability**; and
- g. not make any offer of reparation (including as part of any case management conference or

sentencing hearing), without **Our** prior written approval.

## Additional Claims Conditions

### 1. Subrogation

If **We** agree to make a payment for any claim under this **Policy**, **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 and:

1. **You** shall consent to **Us** pursuing in **Your** name;
2. **You** shall co-operate with and assist **Us** in pursuing in **Your** name;
3. **We** may include any uninsured losses that **You** may have by providing the supporting documentation of such cost within the stipulated time frame; and
4. if **We** are successful, **We** will distribute any recovery as follows:
  - a. first, **We** will reimburse **Your Excess**;
  - b. second, **We** will retain the cost of the insured losses that **We** have paid;
  - c. third, **We** will recover **Our** costs in pursuing any claim; and
  - d. finally, **We** will pay **You** the recovered uninsured portion of **Your Loss**.

If any person is ordered to make reparation to **You** or anyone else **We** insure under this **Policy** for **Loss** or damage to any property for which **We** have paid a claim under this **Policy**, then **You** must tell **Us**. Any payments received must be reimbursed in the order set out at 4. above.

After **You** have made a claim on this **Policy**, **We** have the sole right to act in **Your** name and on **Your** behalf to negotiate, defend or settle any action against **You**. If **We** do this, it will be at **Our** expense, except in relation to any **Excess** that applies.

After **We** have paid a claim or accepted liability for a claim on this **Policy** either in whole or in part, **We** have the right to take over in full any legal right of recovery or indemnity that **You** have. If **We** do this, **We** may exercise these rights for **Our** own benefit at **Our** own expense and **You** must co-operate with **Us** in all respects to allow **Us** to do anything reasonably necessary to enforce that right. If **You** do not co-operate with **Us**, **You** must repay any amounts **We** have paid to **You** or any other party in respect of **Your** claim.

**You** must not voluntarily and knowingly release any third party from liability arising from **Loss** or damage insured by this **Policy** unless first declared to and accepted by **Us**.

If any property for which **We** have paid a claim is later found or recovered, **You** must:

- + tell **Us** immediately; and
- + if **We** request, hand the property over to **Us**.

**We** have the right to keep any property, including any proceeds from its sale, for which **We** have paid a claim under this **Policy** subject to adjustment if **You** have not been fully indemnified for **Your Loss**.

## 2. Mutually Acceptable Loss Adjusters

It is noted and understood that the appointment of any Loss Adjuster to any claim under this **Policy** shall be mutually acceptable and agreeable to both **You** and **Us**; provided that the Loss Adjuster has been pre-approved by **Us**.

## 3. Progress Payments

In the event of **Loss** to **Your Machine**, for which liability is admitted by **Us**, **You** shall be entitled to progress payments provided that an interim statement of **Loss** is supplied by **You** and approved by **Us**.

## 4. Interested Party

If the **Machine** is mortgaged or secured by any other financial agreement, **We** will make payment for any **Loss** direct to the interested party in the first instance. This will meet **Our** obligations under this **Policy**.

## 5. Total Loss Payment

If **We** make any payment in respect of the **Total Loss** of any **Machine**, the cover granted by this **Policy** on such **Machine** ceases entirely from the date of such **Loss** and no premium will be refundable for the unexpired **Period of Insurance** in respect of that **Machine**. **We** may take and keep possession of the damaged or destroyed **Machine** and/or deal with the salvage however **We** see fit.

If a claim is made for **Total Loss** following theft of the **Machine**, **We** may consider allowing time for the stolen **Machine** to be recovered and elect not to consider settling **Your** claim until the expiry of a period of 30 days from the date of reporting the **Loss** to **Us**.

### If you don't agree with our claim decision

If **You** do not agree with **Our** decision on **Your** claim then **You** should ring **Your** adviser, **Your** agent, **Your** broker or **Our** Head Office as per the contact details shown below.

Post. PO Box 7006, Tauranga 3148  
Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)  
Email. [info@tlcinsurance.co.nz](mailto:info@tlcinsurance.co.nz)  
Website. [360uw.co.nz](http://360uw.co.nz)

**exclaim**

## Complaint Handling Process

If **You** are not happy, **We** want to know so that **We** can help.

**Our** goal is to have loyal and happy customers. **We** want **Our** customers to be completely satisfied in all dealings with **Us**. TLC is committed to:

- + listening to what **Our** customers and brokers tell **Us**
- + being accurate and honest in telling customers and brokers about **Our** products and services
- + communicating clearly with **Our** customers and brokers, and
- + resolving any customer complaints or concerns.

This is part of **Our** commitment to the *Fair Insurance Code*.

**You** can provide feedback or raise a complaint via the following methods:

### Phone

If **You** have a complaint, please phone the number on the back of **Your Policy** wording or call **Us** on one of the numbers below weekdays 8.30am to 5.00pm. Here **You** can discuss **Your** concern with one of **Our** team members.

Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)

### In Writing

Send **Us** the full details of **Your** complaint, including any support documents and explain what **You** would like **Us** to do.  
Mail to:

Post. PO Box 7006, Tauranga 3148  
Email. [info@tlcinsurance.co.nz](mailto:info@tlcinsurance.co.nz)

## In Person

If **You** would like to come in to talk to **Us**, please call and **We** will arrange an appointment for a meeting.

Phone one of the numbers below for an appointment.

Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)

Alternatively, **You** can provide feedback directly to **AIG** at [www.aig.co.nz/home/contact-aig/complaints-and-feedback](http://www.aig.co.nz/home/contact-aig/complaints-and-feedback) or via email at [customerfeedbacknz@aig.com](mailto:customerfeedbacknz@aig.com)

## TLC Complaint Procedure

If **You** make a complaint **We** will:

1. record **Your** complaint
2. make sure **Your** concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties
3. treat **Your** complaint respectfully and handle all personal information in accordance with **Our** Privacy Policy
4. assess **Your** complaint upon receipt
5. acknowledge **Your** complaint and give **You** the name and contact details of the person handling **Your** complaint.
6. respond to **Your** complaint as soon as possible and after **We** have all the information **We** need to determine **Your** complaint

If **We** cannot resolve **Your** complaint to **Your** satisfaction through **Our** internal dispute resolution process **You** can take **Your** 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 *Financial Service Providers (Registration and Dispute Resolution) Act 2008*.

Contact details as below:

Post. Financial Services Complaints Ltd  
PO Box 5967  
Wellington, 6101  
New Zealand  
Phone. 0800 347 257  
Email. [info@fscl.org.nz](mailto:info@fscl.org.nz)  
Website. [www.fscl.org.nz](http://www.fscl.org.nz)

# Definitions

Where stated in the **Policy** the meaning of the following words shall be as defined below:

**Accessories** means:

Supplementary items other than **Ancillary Equipment** that have been added to **Your Machine** after manufacture, which do not alter the performance or characteristics of **Your Machine**. Cover for **Accessories** is part of, and not in addition to, the **Sum Insured** for the **Machine** to which they relate.

**Accident, Accidental, Accidentally** means:

An unforeseen, unintended and unexpected event which occurs suddenly at a specific time and place in New Zealand.

**Additional Costs** means:

The additional expenditure necessarily and reasonably incurred by **You** to repair **Your Machine** for the sole purpose of avoiding or diminishing the downtime which otherwise would have occurred in consequence of the **Loss**. **Additional Costs** includes Air Freight and Temporary Repairs. **Additional Costs** will only be covered in circumstances where they have been approved in writing by **Us** in advance of them being incurred.

**Ancillary Equipment** means:

Interchangeable attachments other than **Accessories** that are normally used with **Your Machine** (e.g. buckets, scoops, blades, pneumatic heads).

**Dry Hire** means:

The situation where **You** hire, rent, loan or lend **Your Machine** to another person or party whereby **Your Machine** is not under **Your** control and is not being operated by **You** or an operator employed by **You**.

**Excess and/or Deductible** means:

The first amount **You** must pay in relation to each and every claim made under this **Policy**, as stated on the **Schedule**.

Where there is more than one **Machine** involved with one single event being the subject of a claim under this **Policy**, then only one **Excess** shall apply. This **Excess** will be the highest applicable. However, if there is also a covered claim under any extension to this **Policy** then the **Excess** for that extension will be in addition to the highest applicable **Machine Excess**. Where a claim has been admitted under a **Policy** extension, an additional **Excess** may apply.

**Liability** means:

**Your** legal liability to third parties for their **Loss** or injury incurred during the **Period of Insurance**, arising from an **Accident** caused by, or in connection with, a **Machine Insured** under this **Policy**.

**Loss** means:

Sudden physical **Loss** or physical damage to **Your Machine** caused by an **Accident**. For the avoidance of doubt, **Loss** does not extend to include circumstances where **Your Machine** has been lost or **You** are otherwise deprived of

the ability to use it. But, **Loss** does include theft which is otherwise covered by this **Policy**.

**Machine(s)** means:

Any item of plant, machinery, or equipment (including self-propelled items) that is specified in the **Schedule** or otherwise **Insured** under this **Policy**. This includes:

1. any **Ancillary Equipment** normally used with the **Machine**; and
2. **Accessories** and spare parts whilst in or on the **Machine**.

**Period of Insurance** means:

The period shown in the most recent **Schedule**.

**Policy** means:

This document, the **Schedule** and any other notice **We** give **You** in writing related to this insurance.

**Pressure Vessel** means:

A container designed to hold (without limitation) gases or liquids at a pressure different from the ambient pressure.

**Revenue** means:

The money received or receivable for services provided in the course of **Your** business.

**Schedule** means:

The attachment which forms part of the **Policy** and shows **Your Policy** number, together with the important details of **Your** cover.

**Sum Insured** means:

The amount shown in the **Schedule** that **Your Machine** is insured for.

**Total Loss** means:

Where, as determined by **Us** at **Our** sole discretion, it is uneconomic or unsafe to repair the **Machine** subject to **Loss** following an **Accident** for which a claim has been accepted under this **Policy**, in these circumstances, it remains at **Our** discretion how **We** will indemnify **You**. The market value will be determined in accordance with the process contained in *Standard Policy Extension 3. Agreed Value*.

**Underground** means:

Below the surface of the ground. But will not include circumstances where **Your Machine** is:

1. dragging an item which, due to the process of being dragged, is below the ground's surface;
2. travelling through a completed tunnel that is a public road;
3. being used or operated in a completed or partially completed structure provided the structure, when complete, will be predominantly above ground; or



# Definitions

4. being used or operated in an open pit regardless of whether the bottom of which is below the surface of the ground.

**Valuer** means:

A company or person who has reasonable experience and industry knowledge within the New Zealand market of:

1. the type of **Machine** being valued; and
2. the type of industry in which the **Machine** is/was being used.

**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.

**We, Us, Our** means:

TLC Insurance Limited representing the Insurer named in the **Schedule**.

**You, Your, Insured** means:

The Person(s) or Company(ies) named in the **Schedule** including any subsidiary Companies, Directors or Principals representing the Person(s) or Company(ies) named in the **Schedule**.

# Cover for Your Machine

We will indemnify **You** for **Loss** by paying, at **Our** option:

1. to repair or reinstate **Your Machine**; or
2. an amount equal to **Your Machine's** market value; or
3. the **Sum Insured** shown in the **Schedule**.

## General Exceptions

This **Policy** does not cover:

1. Consequential **Loss** or financial expense of any kind as a result of **You** not being able to operate **Your Machine** other than provided for in *Extension 8. Consequential Loss*.
2. Death, injury, illness, **Loss, Liability**, 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.

This **Policy** also excludes death, injury, illness, **Loss, Liability**, 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.

3. **Loss** or **Liability** 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 **Your Machine** that is subject to the wear and tear, rust, fatigue, corrosion or gradual deterioration and shall not apply to any other property which suffers **Loss** in consequence of this.

4. **Loss** or **Liability** arising directly or indirectly from:

- a. failure of, or defect, or fault in, the design or specification of **Your Machine**; or
- b. faulty or defective work carried out by **You** or on **Your** behalf, or with **Your** knowledge on **Your Machine**.

Provided that this exception shall be limited to the part of **Your Machine** that is subject to the failure of, or defect, or fault in, the design or specification of **Your Machine** or faulty or defective work and shall not apply to any other property which suffers **Loss** in consequence of this defective work.

### 5. Electronic Data and Cyberattack Exclusion

This **Policy** excludes any **Loss**, damage, **Liability** or costs directly or indirectly caused by or arising from:

- a. the use or operation as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system;
- b. the communication, display, distribution or publication of Electronic Data;
- c. the total or partial destruction, distortion, erasure, corruption alteration, misrepresentation or misappropriation of Electronic Data;
- d. the total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;
- e. the unauthorised or improper access to, collection, use or disclosure of, or failure to protect any non-public, confidential or personal information in the form of Electronic Data, including, but not limited to, any patents, trade secrets, processing methods, Customer lists, financial information, credit card information, health information or any other type of non-public information; or
- f. the violation of any statute, regulation, common-law or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public, confidential or personal information in the form of Electronic Data;

regardless of any other contributing cause or event whenever it may occur.

This *Electronic Data and Cyberattack Exclusion* also applies to any **Loss**, damage, **Liability** or costs associated with any notification, credit monitoring, forensic investigation or public relations activity, or any other expense, whether incurred by

You or others, arising out of any access to, collection, use or disclosure of, or failure to protect any non-public, confidential or personal information that is subject to this *Electronic Data and Cyberattack Exclusion*.

6. **Loss or Liability** arising directly or indirectly from the explosion or collapse of any **Pressure Vessel** which does not have a current certificate as required by any statute or regulation.
7. **Loss or Liability** if **Your Machine** is used or operated:
  - a. for any illegal purpose with **Your** knowledge or consent;
  - b. for any race, trial, test, contest or whilst being tested in preparation thereof.
8. **Loss or Liability** arising directly or indirectly from the ingestion, digestion or entry of any foreign or external object into **Your Machine**.
9. **Loss or Liability** intentionally caused by **You** or any person acting with **Your** express or implied consent.
10. **Loss or Liability** occasioned by lawful seizure or other operation of law.
11. **Loss or Liability**:
  - a. discovered only at the time of taking an inventory of or during routine servicing of **Your Machine, Accessories or Ancillary Equipment**;
  - b. due to an unexplained disappearance i.e. where there is no evidence or actual facts to support the **Loss** or disappearance.
12. **Loss or Liability** arising directly or indirectly from an inability to operate **Your Machine** 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 system or hydraulically operated system;
  - b. freezing of coolant or other fluid;
  - c. lack of, inadequate or defective lubrication, oil, fuel, coolant and any other dry or liquid substance, including AdBlue or similar like substance;
  - 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 **Your Machine**.

But if, as a consequence of *a., b., c. or d.* an **Accident** occurs resulting in fire, collision, or overturning of **Your Machine**, any such **Loss or Liability** will be indemnifiable.

13. **Loss, Liability** or costs directly or indirectly caused by, arising from or in any way connected with:
  - a. ionising radiation from or contamination radioactivity from nuclear fuel, nuclear waste, the combustion of nuclear fuel;
  - 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
  - c. a weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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 industrial, educational, medical, scientific or research pursuits.

14. **Loss or Liability** while **Your Machine** is located or being operated or used outside New Zealand.
15. **Loss or Liability** arising directly or indirectly from theft by any person or entity:
  - a. posing as a prospective purchaser or other interested party;
  - b. to whom **Your Machine** is on hire under any agreement for hire, including any agreement for hire purchase or lease;
  - c. in whose debt **Your Machine** stands as security under or pursuant to any agreement entered into by any person or entity insured under this **Policy**; or
  - d. who repossess, removes, or takes **Your Machine** in fulfilment of an unpaid debt whether they are legally entitled to do so or not.
16. Theft of or further **Loss** to **Your Machine** after an **Accident** unless reasonable steps have been taken thereafter to protect or safeguard **Your Machine**.
17. Damage to the tyres of **Your Machine** caused by the application of brakes, punctures, valve leakage, inherent failure due to manufacturer fault or error, staking or spiking.
18. **Loss or Liability** whilst **Your Machine** is left unattended in any **Watercourse** or body of water for in excess of 4 hours.
19. **Loss, Liability** or damage if **Your Machine** 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 **Accident**; 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 **Accident** as required by law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the **Loss** was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the **Loss**.

**We** will pay if **You** did not know, or could not reasonably have known, that the operator of **Your Machine** was so affected or refused to undergo an appropriate test at the time of the **Accident**, but **We** will not cover the operator of **Your Machine** from whom **We** may seek to recover any **Loss**.

**20. Loss or Liability** if **Your Machine** is used or operated by **You** or by any person with **Your** express or implied consent who is not licensed to operate **Your Machine** under any relevant law.

**21. Loss or Liability** arising directly or indirectly from the use of **Your Machine** in an unsafe condition or manner and such use caused or contributed to the **Loss** or **Liability**.

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.

**We** will pay if **You** could not have reasonably detected the unsafe condition of **Your Machine** or the unsafe manner in which **Your Machine** was being operated, provided that **You** do not waive **Our** rights for recovery against the operator.

**22. Loss or Liability** resulting from **Your Machine**:

- 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 **Accident** should occur as a result of a testing procedure

causing **Loss** to parts of **Your Machine** not undergoing the test, then **Loss** to such parts will be indemnified.

**23. Loss or Liability to Your Machine while Underground.**

**24. Sanction Limitation and Exclusion**

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.

**25. Communicable Disease Exclusion**

Notwithstanding any clause to the contrary, this **Policy** does not cover any **Loss**, damage, **Liability** or expense arising directly or indirectly from, or in any way connected with, the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, illness, physical distress or death to any humans, animals or plants, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or disease affecting humans, animals or plants, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.

## Standard Policy Extensions

Subject to this **Policy's** *General Exceptions*, *General Conditions* and *Claims Conditions*, this **Policy** is extended to cover the following extensions which shall be payable in addition to the **Sum Insured**. Where a claim is made under any of these clauses **You** may be required to pay an additional premium and/or levy.

### 1. Additional Costs

This **Policy** is extended to include the reasonable **Additional Costs** incurred in effecting temporary repairs following **Loss** including additional charges incurred for overtime, night-work, work on public holidays and express freight provided **Our** total liability does not exceed \$10,000 in respect of any one claim under this extension.

### 2. Additions and Deletions

It is agreed that any **Machine** acquired by **You** shall be considered as being included in this **Policy** 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 **Machine** and provided that the acquired **Machine** is of a similar nature, type and function as that listed in the **Schedule** or corresponds with **Your** declared business activities.

### 3. Agreed Value

It is agreed that:

1. where **Your Machine** is a **Total Loss**; and
2. prior to any **Loss**, **You** have provided **Us** with a valuation dated no more than two years prior to the commencement of the **Period of Insurance** that has been approved by **Us** and sourced from a **Valuer**; and
3. the **Machine** is **Insured** on the **Schedule** for the value stated on the valuation

then **We** will pay **You** the agreed value for which the **Machine** is insured.

Where a valuation from a **Valuer** has not been received and approved by **Us**, the maximum amount **We** will pay under this **Policy** will be the agreed value shown on the **Schedule** unless it is determined to be 20% or more above the market value in which case **We** will only pay the lesser of:

1. the agreed value stated on the **Schedule**; or
2. market value plus 20%.

For the purpose of this extension:

1. the agreed value shall be the amount declared to **Us** by the **Insured** on the required proposal or any subsequent **Schedule** for renewal;
2. the market value shall be determined by obtaining valuations that are approved by **Us** and sourced from a **Valuer** 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 **Your Machine** that:
  - a. have sold within the six month period prior to the **Loss**; and/or
  - b. are for sale on the current market.

### 4. Ancillary Equipment

Where the **Ancillary Equipment** normally used with **Your Machine** is the subject of a claim then:

1. where the value of any one item of **Ancillary Equipment** is less than or equal to 25% of the **Sum Insured** of the **Machine** 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 **Sum Insured** of the **Machine** to which the **Ancillary Equipment** relates, whichever is lesser, any one claim; and

2. where the value of any one item of **Ancillary Equipment** exceeds 25% of the **Sum Insured** of the **Machine** to which they relate, such items will only be covered if they are specifically noted on the **Schedule** and any claim will be assessed on the basis of the market value of the **Ancillary Equipment** at the time of the **Loss**.

All claims under this extension will be subject to the **Excess** specified in the **Schedule**.

### 5. Appreciation (Total Loss)

It is understood and agreed that where there has been a **Total Loss**, this **Policy** is extended to cover appreciation of the market or agreed value (as determined by **Extension 3** above) of **Your Machine** due to any cause whatsoever provided always that such appreciation shall not exceed 25% of the **Sum Insured**.

Any claim under this extension will be subject to proof of market value, and any appreciation, at the time of **Loss**, determined in accordance with the process for determining market value in standard **Extension 3. Agreed Value** above.

Where the value is established in excess of the **Sum Insured** stated in the **Schedule** an additional premium shall be payable.

### 6. Breach of Warranty

**We** will cover **You** for **Loss** when **Your Machine** is being used in a manner to which **General Exceptions 7, 19, 20** and **21** of the **Policy** would apply provided that:

1. the use was without **Your** knowledge or consent;
2. **You** have not waived any right of recovery against the driver or person responsible for the **Loss**; and
3. **You** co-operate fully in any subrogated recovery action.

The maximum amount payable under this extension is limited to the amount shown on the **Schedule**.

**You** will be responsible for the **Excess** shown in the **Schedule**.

This extension also covers **Your Liability** where otherwise covered under this **Policy**, but not the **Liability** of the operator or person responsible for the **Loss**, and not **Your Liability** for punitive or exemplary damages. For the purpose of this extension only, '**You**' means the name shown on the **Schedule**. If **You** are a legal entity other than a person, then any person who has an interest in the legal ownership of the **Insured** entity, will be deemed to have been using the **Machine** with **Your** knowledge or consent.

### 7. Cleaning Up Costs

This **Policy** is extended to include any reasonable costs incurred in cleaning up and disposing of any debris resulting

from an **Accident to Your Machine**, including any load carried thereon, provided **Our** total **Liability** 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 **Your Machine** including its lubrication that has broken away, shattered, leaked out or fallen off as a direct result of the **Accident** for which a claim has been accepted. This extension does not cover any fine, penalty or order for reparation.

## 8. Consequential Loss

It is understood and agreed that if the business carried on by **You** is interrupted or interfered as a direct result of **Loss to Your Machine** and for which a claim has been accepted under this **Policy**, this insurance extends to:

1. Indemnify **You** against the increase in cost of working and compensate **You** for the **Loss of Revenue** suffered by **You** provided that:
  - 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 **Loss**;
  - b. **You** shall provide all documentation required to establish and verify any claim for **Loss of Revenue** directly related to the **Loss**;
  - c. **You** shall take all reasonable steps to avoid or reduce any potential loss of **Revenue** including reorganising work methods and **Schedules**; and
  - d. **You** shall take all reasonable measures to assist with the expedient repair and availability of the **Machine**.
2. Pay **You** a contribution towards the hire/rental of an alternative **Machine** provided that:
  - a. The amount payable shall be the additional cost necessarily and reasonably incurred for the sole purpose of minimising any interruption to the business;
  - b. **You** shall provide all documentation required to establish and verify any claim for the hire/rental of an alternative machine;
  - c. **You** shall take all reasonable measures to assist with the expedient repair and availability of the **Machine**; and
  - d. No indemnity shall be provided by this extension if a replacement or alternative **Machine** is available at no cost.
2. The provisos contained within *Extension 8* above, are conditions precedent to cover under those clauses. If they are not complied with, then no cover will be available.
3. Unless otherwise agreed by **Us**, **Our** total liability under *Extension 8* above shall not exceed any of:
  - a. \$5,000 per week;
  - b. \$50,000 per claim; or
  - c. \$250,000 in the aggregate in any one **Period of Insurance**.
4. The indemnity period shall not exceed six months.
5. The **Excess** applying to this extension shall be a 14-day time **Excess** which period starts on the commencement of the indemnity period.
6. Subject to the **Excess**, the indemnity period for this extension will commence on the date of **Loss** or when **We** have been notified of **Your Loss** (whichever is later) and end when repairs to **Your Machine** have been completed or settlement has been made to **You** (whichever is earlier).

## 9. Emergency Services

It is hereby understood and agreed that all cover provided by this **Policy** will remain in effect and shall not be prejudiced where any organisation requiring emergency assistance, has used or commandeered **Your Machine** or requested or instructed **You** to use or operate **Your Machine** in a hazardous environment for the express purpose of preventing **Loss** or damage (to other property) provided the right of recovery against the organisation has not been prejudiced.

## 10. Employee Death by Accident

In the event of a **Work Related Accident** resulting in the death of an **Employee**, **We** 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 **Employee's** immediate family, which shall be limited to their father, mother, brother, sister, spouse, de facto partner or children.
  - b. **You** must provide **Us** 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 account belongs to the **Employee's** immediate family as stated in *a.* above and the completed claim form.

### Terms of Extension 8

1. No indemnity shall be provided under *Extension 8* above for the reimbursement of any **Deductible** or **Excess** applying under any other section or extension of this **Policy**.

- c. *General Exception 19* does not apply to funeral costs cover.
  - d. This extension is limited to an aggregate of \$10,000 for funeral costs in any one **Period of Insurance** regardless of the number of deaths. *Extension 16. Reinstatement of Amount of Insurance* does not apply.
  - e. If one incident results in the death of two or more **Employees** then any indemnity entitlement between those **Employees** will be shared equally. For the avoidance of doubt, the maximum amount payable by **Us** shall be \$5,000 per **Employee**, or \$10,000 in any one **Period of Insurance** regardless of the number of deaths.
2. \$50,000 to the **Employee's** Estate.
- a. This extension is limited to an aggregate of \$100,000 for death in any one **Period of Insurance** regardless of the number of deaths. *Extension 16. Reinstatement of Amount of Insurance* does not apply.
  - b. If one incident results in the death of two or more **Employees**, then any indemnity entitlement between those **Employees** will be shared equally. For the avoidance of doubt the maximum amount payable by **Us** for one event shall be \$50,000 per **Employee**, or \$100,000 in the aggregate in any one **Period of Insurance** regardless of the number of deaths.
  - c. *General Exception 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.
  - d. **You** must provide **Us** 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 **Employee's** estate; death certificate; toxicology report; a copy of employment contract' the company's incident report and the completed claim form.

#### Definitions applicable to this Extension

For the purposes of 1. and 2. above; the following definitions apply:

- 1. **Employee(s)** means:
  - a. a direct **Employee** of the **Insured** under a contract of paid employment; or

- b. the owner of the **Insured** where they also work as part of the **Insured's** business.

For the avoidance of doubt contractors or other staff retained on an ad-hoc basis are not **Employees**. The definition for **Employee** extends to include the **Employee's** estate.

- 2. **Work Related Accident** means any injury that is caused by **Accidental**, immediate, violent, external and visible means which:
  - a. occurs during the ordinary course of employment or while the **Employee** was undertaking an activity at the specific direction of the employer;
  - b. is the direct cause of the **Employee's** death within 12 calendar months of the incident; and
  - c. results from a cause other than suicide.

Any payments made under this extension are in addition to any payments under the *Accident Compensation Act 2001*, equivalent legislation or other applicable insurances.

## 11. Fire Extinguishers and Fire Suppression Systems

**We** will reimburse **You** for the cost incurred to refill your Fire Extinguishers or Fire Suppression System canisters following a fire on **Your Machine** for which a claim has been accepted. The maximum amount payable by **Us** under this extension shall be \$5,000 any one claim.

## 12. Goods and Services Tax

Provided GST is recoverable by the **Insured** under the *Goods and Services Tax Act 1985*, then:

- 1. all **Sums Insured** exclude GST; and
- 2. GST will be added, where applicable, to claim payments.

## 13. Hired or Borrowed Plant

It is understood and agreed that if **You** hire-in or borrow any **Machine** for a maximum period of 90 consecutive days, this insurance extends to indemnify **You** and/or the owner of that **Machine** for the cost of repair or replacement of that **Machine** provided:

- 1. the **Machine** is not subject to a written hire agreement, and **You** have not advised **Us** of the hire at the time the hire commenced;
- 2. the **Machine** is not otherwise insured; and
- 3. **Loss** to any one **Machine** is limited to \$250,000 and \$500,000 in the aggregate in any one **Period of Insurance** and **Our Liability** under this extension will not exceed this sum.
- 4. The owner of the **Machine** will not be entitled to any other cover provided under this **Policy**.

5. Indemnity is subject to the **Excess** stated in the **Schedule**.

**We** reserve the right to appoint an assessor and invite, accept, adjust or decline estimates or to arrange at **Our** expense for the removal of the **Machine** to other repairers for quotation purposes.

For the purposes of this standard extension only, "**Machine(s)**" means any item of plant, machinery, or equipment (including self-propelled items) of the same nature, type and function as that specified in the **Schedule** and that corresponds with **Your** declared business activities, that is hired, borrowed, or leased by **You** but which is not specified in the **Schedule**. This includes:

- a. any **Ancillary Equipment** normally used with the **Machine**; and
- b. **Accessories** and spare parts whilst in or on the **Machine**.

#### 14. Hoists and Hydraulic Lifting Equipment

Notwithstanding *General Exception 12* this **Policy** is extended to include mechanical breakdown or failure of hoists and hydraulic lifting equipment permanently attached to an **Insured Machine**, which is not due to wear and tear provided **Our** total Liability for any one **Loss** shall not exceed \$5,000 and subject always to a \$1,000 **Excess**.

#### 15. Interested Party Clause

Should **Your Machine** be subject to any lease, hire or other financial agreement this **Policy** notes such interests and **Loss**, if any, may be payable to the lessor or unpaid vendor whose receipt shall be a full discharge. Should **You** instruct **Us** to cancel this **Policy**, **We** hereby undertake to advise any interested party by giving 30 days' notice of cancellation provided that:

1. the interested party has requested their interest to be noted on this **Policy**;
2. the interested party has provided **Us** with contact details for where notices should be served on them; and
3. **Your** instruction to cancel this **Policy** is given within the **Period of Insurance**.

#### 16. Reinstatement of Amount of Insurance

In the event of a **Loss** under this **Policy** the amount of such **Loss** is automatically reinstated after its occurrence and prior to any additional premium required for such reinstatement.

#### 17. Repair and Reinstatement – Basis of Settlement

Where a claim has been accepted under this **Policy**, and **We** have elected to indemnify **You** for the cost of repair or reinstatement of **Your Machine**, it is agreed that **We** will pay the repair costs in line with the following basis of settlement clause:

#### Basis of Settlement

1. Where damage to a **Machine** can be repaired, **We** will pay all expenses necessarily incurred to restore **Your** damaged **Machine** to its state of serviceability immediately before the occurrence or damage. If the repairs are executed by **You**, **We** 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.
2. Where damage has occurred to the engine, transmission or drive train the basis of settlement for any replacement parts shall be:
  - a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; or
  - b. the market value of such parts as may be available at the time of repair; whichever is the lesser.
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:
  - a. the replacement cost of such parts less an allowance for depreciation to account for wear and tear; or
  - b. the market value of such parts as may be available at the time of repair; whichever is the lesser.
4. If any parts are found to be unprocurable **Our** liability for these parts shall be limited to the manufacturer's or supplier's latest list price.

#### 18. Salvage, Recovery and Re-Siting Costs

Subject to a claim being accepted under this **Policy** it is agreed that cover will be extended to include the reasonable costs:

1. incurred in salvaging or recovering **Your Machine**, including the costs of ensuring its safety and delivery to a place of suitable repair or inspection and re-siting any repaired machine; and
2. of recovery and/or withdrawal in the event that **Your Machine** becomes unintentionally immobilised in or about the site of any contract, (such cost shall be deemed to be "**Loss**" within the meaning of this **Policy**).

Provided always that:

- a. **Our** liability in respect of all such costs shall not exceed 20% of the **Sum Insured** of the **Machine** subject to a maximum of \$50,000 any one claim; and
- b. any claim shall be subject to the *General Exceptions* contained within this **Policy**.



You shall be responsible for the standard **Policy Excess** applying to the **Machine** subject to a minimum of \$2,500 each and every claim.

### 19. Third Party - Road Risk Only

This extension covers **Your Liability**, including legal expense in defending any claim, to compensate Third Parties for their **Loss** or injury in the event of an **Accident**, caused by, or in connection with **Your Machine** only whilst on a Road, including while it is being loaded or unloaded.

We will also indemnify any person who is driving **Your Machine** who has **Your** permission to do so, but not during and in connection with the letting out on hire of **Your Machine** without a driver unless **Liability** was completely and directly attributable to the failure of **Your Machine** and outside the control of the hirer or other contracting party.

Provided **Our** total liability will not exceed \$10,000,000 unless otherwise agreed and stated in the **Schedule** in respect of any one claim or claims arising from any one **Accident**. Cover for defence costs and expenses that are necessarily and reasonably incurred, and with **Our** prior written consent, will be paid in addition to the **Sum Insured** for Road Risk.

Provided also that **We** shall not indemnify **You** for **Liability**:

1. in respect of property or injury to any person, who at the time of the **Accident**, was in charge of **Your Machine**;
2. to any person who at the time of the **Accident** out of which bodily injury or damage arose was driving **Your Machine**;
3. directly or indirectly caused while **Your Machine** 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);
4. in respect of any property which belongs to, or is in the care, custody or control of any **Insured**, other than personal baggage and wearing apparel of any passenger, a building leased or rented by the **Insured** or a machine (not being the property of the **Insured** or **Insured** under this **Policy**) which is being towed by **Your Machine**. However, this does not apply to machines which are towed or recovered for reward where the **Insured's** business includes a machine recovery service.

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, secondary or spur road or establishment track which **You** have been permitted to enter for the purpose of **Your** declared business activities. But "road" does not include any apron or other airside area.

Subject always to the **Excess** stated in the **Schedule**.

### 20. Tyre Extension

Notwithstanding *General Exception 17*, this **Policy** is extended to cover **Loss** to any tyre attached to **Your Machine**. We 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 **Schedule** and subject always to the **Excess** stated in the **Schedule**.

### 21. Uninsured Third Party Protection

In the event that a Third Party or their operator/driver has no valid or collectable insurance, this **Policy** is extended to cover **Your Excess** and any uninsured **Loss** that the **Insured** has incurred as a result of an **Accident**, where:

1. the Third Party driver was at fault in the **Accident**; and
2. the identity of the Third Party and the driver is established; and
3. the **Insured** is unable to make any recovery from the Third Party or the driver.

Provided **Our** total liability does not exceed \$3,000 in respect of any one claim under this extension.

### 22. Windscreen (Non Forestry)

This **Policy** is extended to cover **Loss** that occurs solely to any windscreen or window glass. This **Policy** will pay the cost of replacement and will be subject to the **Excess** specified in the **Schedule**. It is understood and agreed that this extension will only indemnify the **Insured** 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 a **Machine** has been specified within the **Schedule** and:

1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the **Schedule**);
2. the **Loss** has not occurred whilst **Your Machine** is located in any forest; and
3. the **Loss** must be reported within 60 days from the date of the occurrence.

## Optional Policy Extensions

Subject to the *General Exceptions*, *General Conditions* and *Claims Conditions* and where the *Optional Extensions* are selected on the **Schedule**, **We** will extend this **Policy** to cover the following extensions which shall be payable in addition to the **Sum Insured**.

### 1. Finance Payment Protection

In the event of **Loss** to **Your Machine** for which a claim is accepted, **We** will indemnify **You** (calculated on a daily prorated basis) against **Your** 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 prorated basis limited to the period as described in 5. below;
2. **We** shall not be liable for any more than the limit shown for this extension;
3. **We** shall not be responsible for the first 10% of such **Loss** with a minimum of \$2,500;
4. **We** 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 **Loss** or when the **Insured** item is repaired or replaced, whichever is the earlier; and
6. no indemnity shall be provided by this extension unless the period of repair or replacement of the **Machine** exceeds 14 consecutive days.

### 2. Foreign Objects

Notwithstanding *General Exceptions 8* and *12*, this **Policy** is extended to include **Loss** caused by the ingestion or entry of any foreign object subject always to the limits and **Excess** stated in the **Schedule**.

This extension shall only apply in respect of agricultural **Machines**.

### 3. Goods On Hook

Notwithstanding anything contained in this **Policy** to the contrary, cover is extended to include **Accidental Loss** to property:

1. belonging to **You** or in **Your** care, custody or control; and
2. while being handled by **Your Machine**.

Provided **Our** total **Liability** for any one **Loss** shall not exceed the amount stated in the **Schedule** and subject always to the **Excess** stated in the **Schedule**. **Loss** to

property arising from a fault in or fragility of such property or its container is not covered.

### 4. Hired-In Machines

Notwithstanding anything contained in this **Policy** to the contrary, cover is extended to include **Loss** to any **Machine** that is hired, leased or rented from another party, and **You** have advised **Us** of the hire at the time of the hire commencement date and **We** have confirmed the **Machine** is covered. Such cover is subject to:

1. a formal written hire, lease or rental agreement signed by both parties being in place at the time of **Loss** and under which **You** are responsible for insuring the **Machine**;
2. **Loss** to any one **Machine** being limited to \$250,000 any one claim and in the aggregate in any one **Period of Insurance**, or as otherwise stated within the **Schedule**;
3. the maximum period on hire being 90 days or as otherwise stated within the **Schedule**; and
4. the **Excess** applying to any claim under this extension shall be the same as that applying to the main **Schedule** of the **Policy**.

In the event of **Loss**, **We** 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 **Machine**.

In addition, it is agreed that the owner of the **Machine** is covered for consequential losses (as covered under *Standard Extension 8*) caused by a **Loss** covered under this extension and for which a claim is payable provided:

- 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 **Loss**;
- b. **Our** limit of indemnity for such consequential losses shall not exceed \$50,000 per claim, and \$250,000 in the aggregate in any one **Period of Insurance**; and
- c. the **Excess** applying to any claim under this extension shall be the same as that applying to the main **Schedule** of the **Policy**;
- d. Cover is limited to the terms; conditions and requirements as stipulated in *Standard Extension 8*.

Other than as provided above, the owner of the **Machine** will not be entitled to any other cover provided under this **Policy**.

**We** reserve the right to appoint an assessor and invite, accept, adjust or decline estimates or to arrange at **Our** expense for the removal of the **Machine** to other repairers for quotation purposes.

For the purposes of this Optional extension only, “**Machine(s)**” means any item of plant, machinery, or equipment (including self-propelled items) that is not specified in the **Schedule** at inception and of which **We** are subsequently advised of being hired, leased or rented by **You** under this extension. This includes:

- I. any **Ancillary Equipment** normally used with the **Machine**; and
- II. **Accessories** and spare parts whilst in or on the **Machine**.

## 5. Laid-Up Cover

It is agreed that a premium discount will be applied to any **Machine** nominated in the **Schedule** as being ‘Laid Up.’ Such discount to be calculated and refunded on a prorated basis at the conclusion of any ‘Laid Up’ period or expiry of the **Period of Insurance**, whichever comes first provided that:

1. **We** accept a fully completed ‘Laid Up’ declaration prior to ‘Laid Up’ cover becoming effective;
2. the minimum ‘Laid Up’ period is 30 days; and
3. any discount will be considered null and void should any item subject to this extension be used in a manner not considered to be ‘Laid Up’.

For the purpose of this extension, the term ‘Laid Up’ shall be deemed to describe the condition whereby a **Machine** is out of operation for an extended period of time while being stored in a safe and secure environment. It shall not be considered a breach of this extension should any item be used in an incidental manner such as loading or unloading from a transporter or while being operated during routine servicing.

## 6. Profit Share Clause

Where nominated in the **Schedule** this extension is included subject to the completion of a full year of insurance and confirmation of the next renewal of this **Policy**.

The **Loss** ratio will be calculated by comparing the total premiums received to the total claims paid and outstanding. Should this loss ratio be less than 40% then a profit share of 15% of the difference between total premiums received and total claims paid and outstanding shall be refunded or deducted from the next renewal premium.

## 7. Tools and Sundry Equipment

This **Policy** is extended to cover market value following **Loss** in respect of:

1. **Your Machine** tools (including employee tools); and
2. equipment, mobile **Plant** 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, **Your** own or

for which **You** are responsible anywhere in New Zealand providing not otherwise insured.

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 **Loss** results from violent and forcible entry or exit from any enclosed building and/or enclosed vehicle/**Machine**.

**Our** total liability for any one **Loss** shall not exceed the amount stated in the **Schedule** and subject always to the **Excess** stated in the **Schedule**.

## 8. Windscreen (Forestry Only)

Where damage has occurred to the windscreen or window glass of a **Machine** this **Policy** is extended to cover **Loss** that occurs solely to any windscreen or window glass. This **Policy** will pay the cost of replacement and will be subject to the **Excess** specified in the **Schedule**.

It is understood and agreed that this extension will only indemnify the **Insured** 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 **Us**.

Cover will only apply where a **Machine** has been specified within the **Schedule** as having this extension and:

1. the maximum payable is limited to \$5,000 any one claim (or as otherwise agreed and specified within the **Schedule**); and
2. the **Loss** must be reported within 60 days of the **Loss** occurring.

# General Conditions

These are the **General Conditions** that apply to this **Policy**. There are also specific conditions set out elsewhere. **You** must comply with all the obligations and conditions of this **Policy**. If **You** do not, in some instances **Your** claim will not be paid.

Some parts of this **Policy** may cover other people or companies or entities as well as **You**. To gain the benefit of any cover under this **Policy** they must meet all the same conditions and obligations **You** are required to meet.

## 1. Cancellation

1. **You** may cancel with prospective effect the whole of this **Policy** or any section of this **Policy** by giving written notice to **Us**. If **You** have cancelled this **Policy**, **We** will refund 80% of the unused premium.
2. **We** may cancel this **Policy** by giving **You** 30 days written notice. In such a case:
  - a. The notice of cancellation will be delivered to

**You** or **Your** Insurance Representative who acts on **Your** behalf;

- b. Cancellation will take effect at 4.00pm on the 30th day after the notice has been sent; and
  - c. If **We** cancel this **Policy**, **We** will refund **You** all the unused part of the premium subject to any adjustment required by the terms of this **Policy**.
3. If **Your** premium is not paid to **Us** within the time agreed between **Us** and **Your** Insurance Representative, **We** may cancel this **Policy** by giving **You** 30 days' notice.
  4. If **We** have paid a claim, **We** can, at **Our** option, require:
    - a. Reimbursement of the claim cost within 14 days; or
    - b. payment of the full premium within 14 days.

If neither is paid within 14 days then **We** may recover claims costs or full premium and any associated costs in relation to the recovery.

## 2. Diligence

**You** shall at all times:

1. service, maintain, use and operate **Your Machine** in accordance with:
  - a. manufacturer's and distributor's recommendations and guidelines; and
  - b. systems and procedures imposed or recommended by law and industry standards.
2. ensure that anyone servicing, maintaining, using or engaged in the operation of **Your Machine** complies strictly with:
  - a. manufacturer's and distributor's recommendations and guidelines; and
  - b. systems and procedures imposed or recommended by law and industry standards.
3. not permit unqualified or inadequately experienced persons to be engaged in the repair, service, maintenance, operation or use of **Your Machine**.

If **Loss** results from a failure to comply with the above obligations, **We** may be entitled to refuse to pay the indemnity for the **Loss**, or reserve the right to significantly reduce the amount that **We** will pay.

If **You** satisfy **Us** that **You** have complied with the recommendations, guidelines, systems and procedures and taken all reasonable steps to avoid damage occurring; then **We** will not exercise this right to refuse or reduce the indemnity payable for the **Loss**. However, any other Exceptions and Conditions under this **Policy** will still apply.

## 3. Disclosure

1. **Our** representatives and/or the Insurer shall at any reasonable time have the right to inspect and examine the risk and **You** shall provide **Us** with all details and information necessary for the assessment of the risk.
2. **You** shall immediately notify **Us** in writing of any material change in the risk and cause at **Your** 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.
3. Failure to comply with 1. and/or 2. above may entitle **Us** to avoid this **Policy**.

## 4. Entitlement

Any other person entitled to cover under the **Policy** is bound by the terms of the **Policy**.

## 5. Fraudulent Claim Clause

If **You** make any claim knowing all or any part of it is false or fraudulent in any respect, then:

1. **We** 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. **We** shall also be entitled to cancel this **Policy**, in which case **We** will refund to **You** any pro-rated share of the premium for the period from the date of cancellation to the end of the **Period of Insurance**;
3. Regardless of *General Condition 1*, cancellation under 2. above shall be:
  - a. effective if communicated by letter or email, to **You** or **Your** broker or agent to **Your**, or their, last known address; and
  - b. effective from the date of **Loss**, claim, notification to **Us**, or first fraudulent activity or device, whichever is the earlier.

For the avoidance of doubt, **Our** rights under this condition will apply notwithstanding *Standard Extension 6 Breach of Warranty* and regardless of whether the false or fraudulent act occurred with **Your** knowledge or consent.

## 6. Joint Insurance

If there is more than one **Insured** named on the **Schedule** this **Policy** insures the Insureds jointly. This means that if one of **You** does or fails to do anything so that there is no cover there will be no cover for any of **You**, not just the person or entity responsible.

## 7. Other Insurance

If at the time of any claim arising under the **Policy**, there is any other valid and collectable insurance covering all or part of the same **Loss** or **Liability** this **Policy** will apply only to the amount of any **Loss** or **Liability** in **Excess** of that recoverable under the other insurance.

## 8. Transfer of Interest

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





**TLC**

insurance

A 360 Group Company

**HEAD OFFICE**

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