

### Important information

Thank You for choosing the Lumley General 'Contractors' Plant and Machinery' Policy. Please ensure that it meets Your requirements. If You have any queries or wish to make any alterations, please contact Your Broker or Us.

**The Agreement** After You have paid the premium to Us, We will insure You against Loss or liability as described in the Policy occurring during the Period of Insurance.

**Average** This Policy contains a provision that could make it subject to Average.

The meaning of 'subject to Average'

- 1 This insurance Policy contains a provision making it 'subject to Average'.
- 2 That provision will have effect only if the property insured under the Policy is underinsured at the time of loss.
- 3 If the property insured under the Policy is underinsured at the time of loss, the following rules apply:
  - 3.1 if You suffer a total loss, the provision will have no effect;
  - 3.2 if You suffer a partial loss, the maximum amount that You may recover will bear the same proportion to Your actual loss as the amount for which the property insured bears to the full value of the property;
  - 3.3 whatever Your loss, in no case will You be entitled to recover more than the amount for which the property is insured. e.g: Your property is worth \$20,000. You insured it for \$10,000. You suffer a loss of \$5,000. If Your Policy is subject to Average, the maximum that You may recover will be \$2,500.

### Definitions

#### **You, Your**

'You', 'Your' means the Person(s) or Company(ies) named in the Schedule.

#### **We, Us, Our**

'We', 'Us', 'Our' means Lumley General Insurance (N.Z.) Limited.

#### **Loss**

'Loss' means sudden physical loss, damage or destruction to Your Machine caused by an Accident.

#### **Accident**

'Accident' means an unexpected event which occurs in New Zealand.

#### **Policy**

'Policy' means this document, the Schedule and any other notice We give You in writing. Together they form the agreement.

#### **Schedule**

'Schedule' means the attachment which forms part of the Policy and shows Your Policy number, together with the important details of Your cover.

#### **Period of Insurance**

'Period of Insurance' means the period shown in the most recent Schedule or the subsequent period for which the Policy has been renewed.

#### **Machine(s), Machinery**

'Machine(s), Machinery' means the plant and machinery described in the Schedule.

#### **Excess**

'Excess' means the amount shown in the Schedule and elsewhere in the Policy which You must contribute to each and every event of Loss.

### Section 1: Cover for your machine

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

- 1 to repair, reinstate or replace Your Machine; or
- 2 an amount equal to Your Machine's market value; or
- 3 the sum insured shown in the Schedule.

However, if at the time of Loss the sum insured on Your Machine is less than 90% of the current market value, then We will pay only such proportion of the repair costs as the sum insured bears to the current market value of Your Machine.

## Additional benefits

Where there is Loss we will also pay:

### 1 Accessories, tools and spare parts

For manufacturer's accessories, tools and spare parts whilst attached to or within Your Machine.

Under this additional benefit We will not pay more than \$2,000 in respect of any one item nor more than 5% of the sum insured on Your Machine in total.

### 2 Protection and removal

For the reasonable cost of protection and removal of Your Machine to the nearest repairer or place of safety or to any other location agreed to by Us and for the cost of returning Your Machine to its original location.

### 3 Signwriting

The replacement cost of signwriting or fixed advertising signs or materials forming a permanent part of Your Machine at the time of Loss.

### 4 Tyre replacement

For any tyre damaged and unable to be used again as a direct result of Loss, provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss, and was not recapped or retreaded.

We will pay for the cost of replacing the damaged tyre with a new tyre of similar make and specification less a reasonable deduction for use of the tyre up to the time of loss.

### 5 Uninsured third party protection

If the third party or their driver has no valid and collectable insurance, this additional benefit covers Your no claims bonus, policy excess, or repair costs, where;

- 5.1 the third party's driver was at fault in the Accident; and
- 5.2 the identity of the third party and the driver are established; and
- 5.3 You are unable to make any recovery from the third party or the driver.

### 6 Windscreens and window glass

If Loss occurs solely to any windscreen or window glass, this additional benefit covers the cost of replacing them, and repairing any scratching or damage to the bodywork resulting directly from such breakage. Any payment by Us will not be subject to any Excess or prejudice Your premium rating.

### 7 Machinery hired in

If You do not accept the Machine owner's offer of insurance this additional benefit covers hired Machines, as if they were insured by this Policy, for Your liability;

7.1 to the owner of the Machine, against:

- 7.1.1 Loss under section 1 of this Policy subject to a limit any one Machine of \$100,000;
- 7.1.2 Consequential Losses caused by a Loss for which You are liable and for which a claim is payable under 7.1.1 above, subject to a limit any one claim of \$25,000;

7.2 under section 2 of this Policy.

You shall declare to Us no later than the last day of each quarter details of all Machinery hired or returned from hire at which time the Policy is subject to adjustment and an additional premium or refund will be charged.

## Section 1: Exclusions

We will not pay for:

- 1 Damage to the tyres of Your Machine arising from the application of brakes or by road punctures, cuts, bursts or valve leakage.
- 2 Theft of or further damage to Your Machine after Loss unless reasonable steps have been taken thereafter to protect or safeguard Your Machine.
- 3 Any consequential loss or financial expense incurred as a result of You not being able to operate Your Machine.
- 4 Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure, lack of oil or coolant, defective lubrication.
- 5 Loss arising from theft by any person or entity:
  - 5.1 posing as a prospective purchaser or other interested party;
  - 5.2 to whom Your Machine is on hire under any agreement for hire including any agreement for hire purchase or lease;
  - 5.3 in whose debt Your Machine stands as security under or pursuant to any agreement entered into by any person or entity insured under the Policy.
- 6 Loss arising from failure of, or defect or fault in, the design or specification of Your Machine.
- 7 Loss arising from Your Machine:
  - 7.1 undergoing a test of any kind other than as required to comply with any statute or regulation;

7.2 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.

- 8 Loss arising from foreign matter being maliciously placed in Your Machine unless all locking devices to the fuel, lubrication, and hydraulic systems are operative whilst Your Machine is left unattended.
- 9 Loss arising from the explosion or collapse of any pressure vessel which does not have a current certificate as required by any statute or regulation.
- 10 Loss to Your Machine or its attachments while underground.

## Section 2: Liability to third parties

In respect of legal liability as the result of an Accident caused by, or in connection with, Your Machine resulting in loss of or damage to property belonging to someone other than You, We will indemnify:

- 1 You; or
- 2 any other person operating, using or in charge of Your Machine with Your consent; or
- 3 any authorised passenger getting in, on or out of Your Machine; or
- 4 Your employer or principal if Your Machine is being driven on their behalf with Your consent.

We will not pay more than the amount specified in the Schedule in respect of all claims (including the cover provided by additional benefits 1 and optional additional benefit 2 arising from one Accident. Where no amount is specified in the Schedule in respect of section 2 liability, then this section 2 is entirely inoperative.

## Additional benefits

Where there is liability under this section we will also pay:

### 1 Damage to property

For loss of use of property (damaged or not damaged).

### 2 Movement of other Machines

For damage to property arising out of the movement of any machine parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Machine.

### 3 Removal of debris

Costs and charges that are necessarily incurred to clean up or remove debris arising from goods falling or leaking from Your Machine.

We will not pay more than \$25,000 under this additional benefit in respect of all claims arising from one Accident.

### 4 Sea transportation

For any general average and salvage charges which are incurred whilst Your Machine is being transported by sea between places in New Zealand.

### 5 Towing disabled Machines

For damage occasioned whilst Your Machine is towing any disabled machine provided such disabled machine is not being towed for reward or financial gain.

### 6 Trailers

For damage to property caused by or arising out of the use of any trailer attached to Your Machine provided that the number of trailers does not exceed the number permitted by law.

## Section 2: Exclusions

We will not pay for:

- 1 Any claim arising from or in connection with Your Machine, or any plant or equipment attached to Your Machine, if it is being used for the purpose for which it was designed, other than as a vehicle.
- 2 Damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this section.
- 3 Claims in respect of death or bodily injury however arising.
- 4 Any claim directly or indirectly arising from the inhalation of asbestos fibres.
- 5 Any fines, penalties or aggravated, exemplary or punitive damages.
- 6 Any claim arising from:
  - 6.1 the discharge, dispersal, release or escape of smoke, vapours, fumes, soot, chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water;
  - 6.2 the cost of preventing, removing, nullifying or cleaning up such seeping, polluting or contaminating substances;

unless it can be demonstrably proved that such seepage, pollution or contamination was caused by a sudden, unexpected, accidental and unintended happening from Your standpoint.

Provided that Our liability for all compensation payable in respect of all claims arising from such seepage, pollution or contamination occurring during any one Period of Insurance shall not exceed the limit of liability as stated in the Schedule.

- 7 Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the load being brought to or taken away from Your Machine or the loading or unloading process.
- 8 Liability for any property damage arising from vibration caused by the Machine or from the weight of the load carried by the Machine, or from the weight of the Machine or from the combined weight of the load and the Machine.

### General extensions (applicable to each section)

#### 1 Automatic inclusion

If You replace Your Machine or purchase, lease, mortgage, acquire or hire purchase an additional machine, We will cover the replacement or additional machine under the Policy from the date of purchase, provided You notify Us:

- 1.1 immediately if the value of the replacement or an additional machine exceeds \$100,000;
- 1.2 within 30 days for any other machine.

Cover on the replaced Machine ceases from the date of disposal of the replaced Machine.

An appropriate additional or refund premium will fall due on the date of acquisition or disposal of the Machine(s).

#### 2 Contractual liability

We will indemnify You for liability arising under any undertaking or indemnity given or contracted by You provided that such liability would have attached in the absence of such undertaking or indemnity.

#### 3 Cross liability

The words 'You' and 'Your' shall be considered as applying to each party named in the Schedule in the same manner as if that party were the only party named therein and We waive Our rights of subrogation against each such party.

#### 4 Other interested parties

The cover provided under section 1 notes the interest of any entity or person who has a financial and insurable interest in Your Machine at the time of Loss.

#### 5 Subrogation waiver

We will waive any rights or remedies or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such parties from liability.

#### 6 Reinstatement of amount of insurance

In the event of any claim under this Policy, and in the absence of written notice by Us or You to the contrary, the amount of insurance cancelled by loss will be automatically reinstated from the date of the loss.

#### 7 Mutually acceptable adjusters

Where We wish to appoint any loss adjuster or assessor in respect of any claim, under this Policy, the appointee must be mutually acceptable.

### General exclusions (applicable to each section)

We will not pay for loss or liability:

- 1 If Your Machine is used or operated by You or by any person with Your consent who is not licensed to operate Your Machine under any relevant law.
- 2 If Your Machine is operated by any person:
  - 2.1 whose faculties are impaired by any drug or intoxicating liquor; or
  - 2.2 with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law; or
  - 2.3 who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis.However, 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.
- 3 If Your Machine is used to convey or to tow a load in excess of that for which Your Machine was constructed. We will pay if the Loss or liability was not caused or contributed to by such greater load.
- 4 If Your Machine is used in an unsafe or unroadworthy condition and such condition caused or contributed to the Loss or liability. We will pay if You could not have reasonably detected the unsafe or unroadworthy condition.
- 5 If Your Machine is used or operated:
  - 5.1 for any illegal purpose with Your knowledge or consent;
  - 5.2 for or being tested in preparation for any race, trial, test, contest or whilst being tested in preparation therefor.

- 6 Arising from war, foreign hostilities, nuclear fuel, nuclear waste or nuclear material.
- 7 Arising from lawful seizure or other operation of law.
- 8 Intentionally caused by You or any person acting with Your express or implied consent.
- 9 If Your Machine is totally immersed due to tidal movement.
- 10 Under section 1 where Your Machine is insured only for third party property damage as indicated in the Schedule.

### General conditions (applicable to each section)

#### 1 Cancellation

You may cancel the Policy by giving written notice to Us and We will (unless a total Loss has been paid) refund 80% of the unused premium. We may cancel the Policy by giving You written notice. The notice may be delivered personally or by registered mail to Your last known postal address. Cancellation will take effect at 4.00 pm on the 30th day after the notice has been posted or delivered. 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 the Policy.

#### 2 Disclosure

If You:

- 2.1 failed to disclose to Us before the Policy was entered into every matter which You knew, or which You could reasonably be expected to have known, to be a matter relevant to Our decision whether to insure You and on what terms to insure You; or
- 2.2 misrepresented any facts to Us before the Policy was entered into and if We would not have entered into the Policy for the same premium and on the same terms and conditions expressed in the Policy but for the failure to disclose or the misrepresentations, then:
- 2.3 We may avoid the Policy; or
- 2.4 Our payment in respect of any claim may be reduced to an amount which would place Us in the position in which We would have been but for Your failure to disclose or Your misrepresentation.

You have the same duty to disclose those matters to Us before You renew the Policy.

You must immediately notify Us in writing of any changes to any circumstances relevant to this Policy.

#### 3 Entitlement

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

#### 4 Transfer of interest

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

#### 5 Diligence

You must take all reasonable steps to protect Your Machine and will fully comply with the manufacturer's instructions and all legal requirements regarding the safety, maintenance and operation of Your Machine.

Safety devices, including load movement indicators where fitted or required, must be fully operational and in place at the time of Loss.

#### 6 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.

#### 7 Fraud

If any fraudulent means or devices are used by You, or anyone acting on behalf of You, when entering into this insurance or to obtain any benefit under this Policy, all benefits under this Policy are forfeited.

#### 8 Other insurance

If at the time any claim arises under this Policy there is other existing insurance covering the Loss or liability, this Policy will only apply in excess of the other insurance, even if there is a similar other insurance condition in the other insurance policy.

### Claims conditions (applicable to each section)

- 1 In the event of an Accident which may become the subject of a claim under the Policy, You must immediately forward to Us:

- 1.1 full details in writing;
- 1.2 any communication or court documents received.

- 2 You may appoint a licensed repairer of Your choice, but:

- 2.1 You must obtain Our written agreement before repairs are started;
- 2.2 You must make Your Machine available for Our inspection;
- 2.3 We reserve the right to invite, accept, adjust or decline estimates or to arrange at Our expense for the removal of Your Machine to other repairers for quotation purposes.

- 3** In respect of each claim or potential claim, You must:
- 3.1 not make any admission of guilt or offer of payment without Our written consent;
  - 3.2 allow Us to have the sole conduct of all negotiations and proceedings;
  - 3.3 give Us all reasonable assistance and co-operation in all regards including recovery from the responsible person;
  - 3.4 notify Us of any other insurance that also provides cover, whether in whole or in part;
  - 3.5 notify the Police as soon as possible in respect of theft of or malicious damage to Your Machine.

### **Section 1: Optional additional benefits (additional premium applicable)**

Where shown in the Schedule the Policy is extended to include the following:

#### **1.1 Expediting costs**

The reasonable additional costs incurred with Our prior approval in effecting temporary repairs provided that the cost does not exceed 50% of the normal repair cost or \$5,000 whichever is the less.

#### **1.2 Damage to goods lifted**

Accidental direct damage to property belonging to or in Your care, custody or control while being handled by any Machine specified in the Schedule.

Our total liability in any one Period of Insurance shall not exceed the amount shown in the Schedule.

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

#### **1.3 Increased cost of working**

If the business carried on by You is interrupted or interfered with as a result of Loss (for which We have admitted liability) this Policy extends to indemnify You against the increase in cost of working resulting from such interruption or interference.

Our total liability in any one Period of Insurance, shall not exceed \$50,000. We shall not, under any circumstances, be liable, directly or indirectly, for any amount exceeding the total sum insured.

This cover is limited to increase in cost of working and the amount payable shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of minimising any interruption to the business during the Indemnity Period as a result of insured Loss.

Indemnity Period

The Period beginning with the occurrence of Loss and ending not later than 3 months later, during which the results of the business shall be affected in consequence thereof.

Excess:

We shall not be liable for any claim under this optional additional benefit during the first 7 days following the occurrence of Loss.

##### **1.3a Loss of revenue**

If the business carried on by You is interrupted or interfered with as a result of Loss (for which We have admitted liability) this Policy extends to indemnify You against Loss of revenue (as defined below) resulting from such interruption or interference.

Provided that:

3a.1 You are able to demonstrate that the Loss of revenue is a direct result of Loss insured by this Policy;

3a.2 The indemnity period shall not exceed three months.

Our total liability in any one Period of Insurance shall not exceed the amount shown in the Schedule. We shall not, under any circumstances be liable directly or indirectly, for any amount exceeding the sum insured.

We shall not be liable for any claim under this optional additional benefit during the first 14 days following the occurrence of Loss.

Definitions:

For the purpose of this optional additional benefit:

Indemnity Period shall mean the period beginning with the occurrence of Loss and ending not later than 3 months later, during which the results of the business shall be affected.

Revenue shall mean the money received or receivable for services provided in the course of Your business as plant hire contractors.

Claims requirements - optional additional benefits 1.3 and 1.3a:

In the event of loss or damage which is likely to give rise to a claim under this optional additional benefit, You shall do all things reasonably practicable to minimise or reduce any interruption of or interference with the business.

Should a claim result You shall no later than thirty days after the expiry of the indemnity period, or in any time We allow in writing, at Your own expense deliver to Us a written statement setting out the particulars of Your claim. This statement must include details of any other insurances covering the loss or any part of it, or any consequential loss resulting.

No claims under this optional additional benefit shall be payable unless the terms of this requirement have been complied with. In the event of non-compliance with this requirement in any respect, any payment on account of a claim already made, shall be repaid to Us immediately.

#### **1.4 Breakdown**

Breakdown (as defined below) of Machine number(s) specified in the Schedule.

**Breakdown** shall mean sudden and unforeseen physical loss or damage causing the actual breaking or burning out of any part of a machine necessitating repair or replacement before normal working can be resumed including (but not limited to) damage resulting from:

- 4.1 defects in material design construction erection or assembly;
- 4.2 fortuitous working accidents such as vibration maladjustment loosening of parts molecular fatigue centrifugal force abnormal stresses defective or accidental lack of lubrication water hammer or local over-heating electronic electrical or mechanical defects or failure of protection devices;
- 4.3 excessive electrical pressure from any cause failure of insulation short circuits open circuits or arcing or the effects of static electricity, which causes sudden stoppage of the Machinery and necessitates repair or replacement before normal operation can be resumed.

We shall not be liable under this Policy for any more than the manufacturer's or supplier's last published price for any part of any item of Machinery which is no longer available to effect a repair.

Our total liability under this optional additional benefit in respect of any single occurrence of breakdown shall not exceed the sum insured shown against each item in the Schedule.

#### **1.5 Indemnity to hirer**

Any direct first hirer(s) of the Machinery is covered:

- 5.1 under the terms of any contractual agreement accepted by You;
- 5.2 where such first hirer(s) request the provision of indemnity from You.

#### **1.6 Appreciation**

Appreciation of the market value of the Machinery in the Schedule due to any cause whatsoever is covered provided that:

- 6.1 The specified market value of the Machine(s) was correct at the time of inception/renewal of this Policy.
- 6.2 The appreciation shall be no greater than twenty five percent of the value specified.

#### **1.7 Agreed value**

In the event of total Loss the indemnity payable by this Policy shall be the agreed value sum insured as declared by You.

Provided that:

- 7.1 the agreed value shall have been proven to Us prior to inception or renewal of this Policy;
- 7.2 in the event of a claim the agreed value will be verified as correct to Our satisfaction. In the event that the verified value is more than the agreed value declared, then You shall be considered as being Your own insurer for the difference and shall bear a proportionate share of the loss.
- 7.3 No payment beyond the market value will be made:
  - 7.3.1 if You elect not to replace the Machine;
  - 7.3.2 if replacement is not carried out within a reasonable time;
  - 7.3.3 until the cost of replacement has been actually incurred.

#### **1.8 Profit commission clause**

If this Policy is renewed with Us a profit commission will be deducted from the next renewal premium calculated on the following basis:

At the end of a full year of insurance the premium shall be totalled together with claims settled and appraised outstanding claims and the loss ratio calculated by comparing the nett premium (i.e. gross less returns, and less commission if applicable) to the total of claims paid and outstanding. Commission will be calculated on the difference between claims paid and nett premiums received, as follows:

If loss ratio less than 40%	20%	profit commission
If loss ratio between 41% and 50%	15%	profit commission
If loss ratio between 51% and 60%	10%	profit commission

#### **1.9 Additions and deletions**

Additional Machine(s) (of a similar type to that insured by this Policy) are covered provided that the individual value of each Machine does not exceed \$100,000. It is agreed that any premium adjustment (in respect of additional and deleted items) shall be carried out at expiry of the Period of Insurance.

Machine(s) with an individual value exceeding \$100,000 will be held covered for a period of 30 days from the date of acquisition. If the Machine suffers Loss during this period the maximum We will pay will be \$100,000 or the market value of the Machine whichever is the lesser.

#### **1.10 Recovery costs**

In the event of Your Machine(s) becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You the necessarily incurred cost of recovery and/or withdrawal shall be deemed to be 'Loss' as defined by this Policy.

- 10.1 Our liability in respect of such costs in any one Period of Insurance shall not exceed \$50,000.
- 10.2 You shall be responsible for the first \$500 of each and every claim under this optional additional benefit.

## **Section 2: Optional additional benefits (additional premium applicable)**

Where shown in the Schedule the Policy is extended to include the following:

#### **2.1 Public liability**

All sums which You may become legally liable to pay as damages (including claimant's costs and expenses) in respect of accidental loss of or damage to property arising in connection with the Machinery insured under this Policy and used in connection with Your Business.

Our liability under this optional additional benefit is limited to the sum stated in the Schedule in respect of each and every occurrence but is otherwise unlimited during the Period of Insurance.

In addition We will pay all costs charges and expenses incurred with Our written consent in connection with any claim.

Provided always that We shall not be liable for:

1.1 Liability arising out of the ownership possession or use by You of:

- 1.1.1 Aircraft;
- 1.1.2 Waterborne craft.

1.2 Loss or damage to property in Your care custody or control other than:

- 1.2.1 Buildings or other structures (and their fixtures fitting and contents) not owned or tenanted by You except for any part in which You are working.

1.3 Liability arising out of:

- 1.3.1 Damage to any bridge or viaduct, or weighbridge or to any road or anything beneath by vibrations or by the weight of Machinery insured by this Policy;
- 1.3.2 Damage to any underground pipes, lines, cables, sewerage or underground installation of any description;
- 1.3.3 Damage to property arising directly or indirectly from vibration or the weakening or removal of support to any such property.

1.4 Errors or omissions in or wrongful advice given, administered or prepared by You or by any person acting on Your behalf.

## **2.2 Vibration weakening and removal of support**

Liability arising out of damage to property caused by vibration or the weakening or removal of support to any such property.

Our total liability in any one Period of Insurance shall not exceed the amount shown in the Schedule.

You shall be responsible for the first \$5,000 of each and every claim under this optional additional benefit.

## **2.3 Weight damage**

Liability caused by the weight of Your Machine(s) or by the combined weight of the load carried by Your Machine(s) and Your Machine(s).

Our total liability in any one Period of Insurance shall not exceed \$500,000.

You shall be responsible for the first \$2,000 of each and every claim under this optional additional benefit.

## **2.4 Underground services**

Liability arising out of damage to any underground pipes, lines, cables, sewerage or underground installation of any description.

Provided that:

4.1 Prior to the commencement of work You obtain plans and/or other relevant details relating to all existing underground services.

Our total liability in any one Period of Insurance shall not exceed \$250,000.

You shall be responsible for the first \$2,000 of each and every claim under this optional additional benefit.

## **Electronic data exclusion**

### **Mobile plant Year 2000 Compliance endorsement.**

Where your vehicle is mobile plant, earthmoving or agricultural equipment, the following exclusion is added to the Policy:

We will not pay for loss, damage, expense, liability, costs or loss of any kind arising directly or indirectly out of or caused by the failure or inability to be Year 2000 Compliant of any:

- (a) computer, data processing equipment, microchip, embedded control logic, programmed logic controller, integrated circuit; or
- (b) computer software; or
- (c) any similar device or matter to that described in (a) and/or (b) above;

whether belonging to you or not.

#### **Definition:**

'Year 2000 Compliant' means that neither performance nor functionality is affected by dates prior to, during and after the Year 2000.

In particular, but without limitation:

- (i) no value for current date will cause any interruption in operation;
- (ii) date-based functionality must behave consistently for dates prior to, during and after year 2000;
- (iii) in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules;
- (iv) year 2000 must be recognised as a leap year in terms of handling both 29 February and day 366; and
- (v) 9 September 1999 must be recognised as that date.

This definition of Year 2000 Compliant is based on 'a definition of year 2000 conformity requirements' published by Standards Australia and Standards New Zealand under reference number SAA/SNZ MP77:1998.