

Zurich Engineering Plant Insurance

Policy Wording



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Zurich Engineering Plant Insurance

About Zurich

The insurer of this product is Zurich Australian Insurance Limited, ABN 13 000 296 640 (ZAIL incorporated in Australia) trading as Zurich New Zealand. In this policy wording, Zurich New Zealand may also be expressed as 'Zurich', 'we', 'us' or 'our'.

Zurich provides wealth protection and wealth creation solutions, offering general insurance for commercial customers, and life risk, investments and superannuation solutions for corporates and personal customers. Zurich's solutions and services are primarily accessible through insurance brokers, financial advisers and other intermediaries.

Zurich is part of the worldwide Zurich Financial Services Group, an insurance-based financial services provider with a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

How to apply for this insurance

Throughout this document when we are referring to your insurance broker or adviser, we simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal, objectives, needs or financial situation.

Our contract with you

Your policy is a contract of insurance between you and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which tells you what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information you provide to us when applying for insurance cover;
- your most current policy schedule issued by us. The policy schedule is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only those covers shown in your policy schedule are insured.

This document is used for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty at common law to disclose to us every matter you know, or could reasonably be expected to know, that a prudent insurer would want to take into account in deciding whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

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

- that diminishes the risk to be insured;
- that is of common knowledge;
- that we know or in the ordinary course of our business we ought to know;
- that we state to you that we do not want to know.

Non-disclosure or Misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure we may treat your policy as if it never existed.

Headings

Headings have been included for ease of reference, but do not form part of the policy.

Definitions

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

Act of terrorism

act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

Collapse

collapse means the sudden distortion of the furnace or firebox of an internally fired boiler or any part of a pressure vessel caused by bending or crushing of the permanent structure by force of steam, gas, fluid pressure or vacuum including damage caused by overheating resulting from a deficiency of water.

Compensation

compensation means money payable by reason of a judgement ordered by a Court or by reason of any settlement of any claims negotiated with our consent but does not include any fine or penalty or money payable by way of punitive, aggravated or exemplary damages.

Domestic type hot water systems/service

domestic type hot water systems/service means heating or hot water systems of a kind used for domestic purpose not exceeding 500 litres and operating at a temperature not exceeding 99 degrees Celsius.

Electronic data

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

Excess

excess means the amount(s) specified in the *schedule* that you shall first contribute towards each claim, or series of claims arising out of the one occurrence. The *excess(es)* shown for the individual items in the *schedule* will apply cumulatively. The *excess* may be expressed as either a monetary amount or a period of time.

Explosion

explosion means the sudden unforeseen and violent:

- (a) rending of any *boiler* or *pressure plant* or *pressure pipe systems* caused by the force of internal fluid pressure or pressure of ignited flue gases, (but excluding any rending caused by the force of any other chemical action or reaction).
- (b) bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers, switches or oil-immersed switchgear.

Insured

insured means you, your and the person(s) or entity named in the *schedule*.

Insured damage

insured damage means sudden and unforeseen physical loss or damage to the *insured plant* which occurs at the *situation* during the *period of insurance* and which requires immediate repair or replacement to enable normal operation to continue.

Insured plant

insured plant means:

- (a) *electrical and mechanical* items of plant as described in the *schedule*, including electronic control equipment and other integral parts associated exclusively with and forming part of the insured item.

Insured plant does not include plant referred to in Exclusion 7. of this policy unless specifically listed in the *schedule*.

- (b) *boilers and unfired pressure vessels*, those parts of the permanent structure of the *insured plant* specified in the *schedule* which are subject to internal steam gas or fluid pressure (other than atmospheric pressure) including fittings and direct attachments which are connected to the permanent structure without intervening valve or cock. This definition also includes the supporting structures of the *insured plant* (other than foundations, masonry and brickwork), such as furnace doors, access doors, external combustion chambers, smoke boxes and casings.

This definition also includes the metal parts of pressure and water gauges and their connections to the permanent structure, even if separated from the structure by valves or cocks and in the case of an air receiver, shall include the pressure parts of the compressor or compressors supplying the air thereto, (but shall not in any event include rotating, reciprocating or electrical apparatus or any interconnecting *pressure pipe systems*).

- (c) *pressure pipe systems*:
 - (i) in respect of *boilers and unfired pressure vessels*, any pressure pipe systems with valves, fittings, traps and separators which contain steam condensate, gas or fluids under pressure (other than atmospheric pressure) and which is generated in whole or in part within the *insured plant* specified in the *schedule*, including any feed water piping between such *boiler* and its feed pump or injector, but not including any such pipe systems which form part of any other vessel or apparatus;
 - (ii) in respect of refrigeration and air-conditioning *insured plant* specified in the *schedule*, the interconnecting coils and pipework containing transfer media.

Material defect

material defect means any physical imperfection, which impairs worth or usefulness.

Period of insurance

period of insurance means the Period of Insurance specified in the *schedule*.

Schedule

schedule means the Schedule attaching to and forming part of the policy, including any schedule substituted for the original schedule.

Situation

situation means the place or location described in the *schedule*.

Sum insured

sum insured means the amount specified in the *schedule* being the maximum amount payable for any one claim and for all claims arising out of the one original source or cause.

Our Agreement

In return for paying the premium to us, we will give you the cover described in this policy for events which occur during the *period of insurance* shown on your *schedule*.

Cover

This policy covers *insured plant* as described in the *schedule* against *insured damage*, subject to the terms, conditions and exclusions of the policy. It covers the *insured plant* while at the *situation*, including times when the *insured plant* is being cleaned, adjusted, repaired or relocated within the *situation*.

The cover applies only after you have fulfilled all relevant provisions for installation, certification and successful commissioning of the *insured plant*, which must be in sound working order without any *material defects*.

This policy also covers physical damage, caused by flying fragments as a result of *insured damage* to the *insured plant*, to property belonging to you or property for which you are responsible.

Additional Benefits

1. Acquired plant

If you purchase or acquire an item of plant which is similar to the *insured plant* we will automatically provide cover for 90 days if:

- (a) the value of the new plant does not exceed the *sum insured*;
- (b) you give us written notice within 90 days of acquiring the new plant;
- (c) you have fulfilled all relevant provisions for installation and certification and the additional plant has operated satisfactorily for eight hours following commissioning and hand over; and
- (d) you pay any additional premium and statutory charges which we require.

We shall have the right within three business days of receiving notice from you to give you seven days notice that the additional plant is unacceptable to us for insurance and upon the expiry of that notice the additional plant shall no longer be covered.

2. Additional repair costs

We will pay the following reasonable expenses following *insured damage*:

- (a) temporary repairs;
- (b) overtime and express freight; and/or
- (c) hiring of temporary plant.

This Additional Benefit is limited to 50% of the total *sum insured* for this policy or \$40,000, whichever is the lesser, or the amount stated in the *schedule* for this Additional Benefit.

We will not pay for:

- (i) expenses for overseas specialists or consultants to carry out or supervise repairs;
- (ii) air freight by aircraft specifically chartered for the purpose;
- (iii) overtime charges 50% greater than the cost of carrying out the repairs at ordinary rates; or
- (iv) any repairs or replacement of hired or loaned plant.

Our total liability will not exceed the *sum insured*, and our approval for these additional costs must first be obtained.

3. Insulating oil refrigerant cost

Under this Additional Benefit, we will pay for the cost of liquids or refrigerant gas for air conditioning or refrigeration units and insulating oil from transformers or capacitors following *insured damage*.

We will not pay for loss of gas or liquid resulting from leakage from glands, seals, gaskets, joints or fatigue-fractured pipes.

Our total liability, including oil or refrigerant gas, will not exceed the *sum insured* for each item or group of items.

Optional Extensions

These Optional Extensions will only apply if they are listed on the *schedule*. All Conditions and Exclusions which apply under the Zurich Engineering Plant Insurance policy apply to these Optional Extensions.

Option 1 – Cover Limited to Explosion and Collapse Only

Cover

Under this Optional Extension, cover is limited to physical damage resulting from *explosion* or *collapse* only to *boilers* and *unfired pressure vessels* listed in the *schedule*.

Option 2 – Third Party Legal Liability (Boilers and Unfired Pressure Vessels)

Cover

Under this Optional Extension we will indemnify you for your legal liability to pay *compensation* in respect of:

- (a) death of, or bodily injury to, any person not arising out of or in the course of the employment of that person by you; or
- (b) damage to property not belonging to you or in your custody or control,

arising directly upon and solely due to *explosion* or *collapse* of any *insured plant* specified in the *schedule* occurring during the *period of insurance*.

Our liability under this Optional Extension for all claims arising out of any one occurrence or all occurrences resulting from the one original source or cause shall not exceed the Limit of Liability stated in the *schedule*.

In addition to the indemnity granted under this Optional Extension, we will pay all legal costs, charges and expenses incurred by you with our written consent or by us in the settlement or defence of any claim together with all legal costs and charges properly recoverable against you by any claimant, provided that:

- (c) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, our liability to pay any additional payments shall be limited to that proportion of those amounts as the Limit of Liability bears to the amount paid to dispose of the claim; and
- (d) in the event of a claim covered by this policy being made against you in any Court or before any other legally constituted body in the United States of America and Canada, or any State or Territory incorporated in, administered by, the United States of America or Canada, the Limit of Liability shall apply to such claim inclusive of all additional payments.

Supplementary Exclusions applying to Option 2

We shall not incur liability under this Optional Extension for:

1. Asbestos

death, bodily injury or property damage caused by or arising directly or indirectly out of, caused by, or contributed to by, or arising from asbestos products or asbestos contained in any product.

2. Contractual liability

any liability or obligation assumed by you under any agreement or contract except to the extent that the liability or obligation would have been implied by law.

3. Employer's liability

death or bodily injury to any person:

- (a) caused by or arising out of the employment of the person by you; or
- (b) in your service that arises from any liability imposed by:
 - (i) any workers' compensation legislation; or
 - (ii) industrial award, agreement or determination.

4. Excess

the amount of the excess stated in the *schedule*;

5. Fines / Penalties

any fines, penalties, exemplary, punitive, liquidated or aggravated damages.

6. Insured property

any expenditure incurred in doing, redoing, making good, repairing or replacing anything insured or insurable as a subject matter of any other section of this policy.

7. Pollution

- (a) death, bodily injury or property damage directly or indirectly arising out of the discharge, seepage, dispersal, release or escape of pollutants or contaminated substances;
- (b) the cost of removing, nullifying or cleaning up pollutants or contaminated substances; and
- (c) the cost of preventing the escape of pollutants or contaminated substances.

This Exclusion shall not apply where loss or damage arises from a sudden identifiable event that is unintended and unexpected by you, and this event takes place in its entirety at a specific time and place during the *period of insurance*.

Supplementary Conditions applying to Option 2

1. Change in working conditions

You shall notify us in writing of any intended alterations of, or departure from normal working conditions which you know (or a reasonable person in the circumstances could be expected to know) would materially increase the risk of *explosion* or *collapse*.

2. Change of risk

If any defects or conditions of working which render the risk more than usually hazardous are discovered by you, you shall notify us as soon as possible and shall in the meantime cause such additional precautions to be taken as circumstances may require.

3. Disposal of claim

We may at any time pay to you in respect of a claim made against you, the Limit of Liability (after deduction of any sum already paid as *compensation*) or any lesser sum for which the claim or claims can be settled. Upon such payment, we shall be under no further liability under this policy in connection with that claim or claims, except for costs, charges and expenses recoverable from you or incurred by us or by you, with our consent, prior to the date of such payment.

4. Inspection of insured plant

Our representative shall at all reasonable times be permitted to inspect the *insured plant*. To enable such inspection, you shall at our expense have the *insured plant* emptied, dismantled, cleaned and rendered accessible so far as its construction permits.

5. Liability not to be admitted

No admission, offer, promise, payment or admission of liability shall be made or given to third parties by you or on your behalf without our written consent. We shall be entitled to take over and conduct in your name, the defence or settlement of any claim or to prosecute in your name for our benefit, any claim for liability or damages or otherwise and we shall have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall give us such information and assistance as we may require.

6. Reasonable care

In the event of circumstances, which may give rise to a claim under this Optional Extension, you will do all things necessary and reasonably available to reduce the amount of any claim.

7. Regulatory compliance

Where a certificate of inspection is required or there is a requirement by any New Zealand Standard or code, then the liability provided under this Optional Extension is limited to *insured damage* to such items of *insured plant* that conform with the relevant New Zealand Standards, codes and certification.

8. Subrogation

You shall at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled.

Option 3 – Deterioration of Stock in Cold Storage

Cover

This Optional Extension will only apply to perishable stock contained within refrigerated chambers insured under this policy.

Where listed on the *schedule*, we will cover physical loss or damage to refrigerated stock due to:

1. a rise or fall in temperature of a refrigerated chamber as a direct result of:
 - (a) *insured damage* to insured refrigeration plant covered under this policy;
 - (b) the failure of the public electricity supply to the premises due to accidental damage;
 - (c) the failure of thermostats, pressure controls or other limiting devices. This does not include loss due to manual operation of switches or valves; or
 - (d) the sudden leakage of refrigerant from the *insured plant* forming part of the *insured plant* specified in the *schedule*.
2. physical loss or damage to refrigerated stock caused by contamination resulting from the escape of refrigerant or liquid into the refrigerated chambers.

Supplementary Exclusions applying to Option 3

This Optional Extension does not cover:

1. **Consequential loss**
consequential loss of any kind.
2. **Excess**
the excess shown in the *schedule*.
3. **Excluded stock**
loss or damage to stock which:
 - (a) are alive or of a bacterial nature; or
 - (b) has passed the manufacturer's printed used by date.
4. **Improper storage**
loss or damage caused by improper storage or the collapse of packing materials.
5. **Inherent defects**
loss or damage due to shrinkage, inherent defects or disease.

6. Penalties

penalties for delay or detention.

7. Public electricity supply failure

loss or damage caused by failure of the public electricity supply due to:

- (a) any deliberate act of the public electricity supply authority;
- (b) earthquake; or
- (c) shortage of power generation, fuel or water.

8. Riots or civil commotion

the actions of people taking part in riot or civil commotion, labour disturbances, strikes or lock-outs.

Supplementary Benefits applying to Option 3

1. Disposal costs

Where we pay a claim or agree to pay a claim, we will also pay any reasonable costs incurred and associated with the removal and disposal of the physically damaged stock. This Additional Benefit will be subject to our prior approval and to the *sum insured* not already being exhausted.

2. Loss minimisation costs

We will pay reasonable costs which you incur in preventing or minimising the physical loss or damage of the stock if:

- (a) as a result, our liability is reduced; or
- (b) you reasonably considered it was necessary to incur the expenses but you were unable to obtain our consent.

3. Seasonal increase

The *sum insured* for the loss of stock will automatically be increased by 30% during the following two periods:

- (a) 60 days before New Year's Day and for 10 days following New Year's Day; and
- (b) 30 days before Good Friday and for 10 days following Good Friday,

or as shown on the *schedule*.

Supplementary Claims Condition applying to Option 3

Method of settlement

In the event of a claim, the amount we pay is calculated on the basis of your cost to replace the physically damaged item(s) less any amount gained from the sale of the damaged item(s).

Our total liability, including costs incurred for loss minimisation and disposal, will not be more than the *sum insured* for the item(s) listed on the *schedule*. This does not apply to 3. 'Seasonal increase' above.

Option 4 – Increased Cost of Working (Production Plant)

Cover

Under this Optional Extension we will indemnify you in respect of reasonable expenditure incurred for increased cost of working which results directly from and is caused solely by *insured damage* to the *insured plant*, specified in the *schedule* against which this Optional Extension is shown.

We will not pay any more than the Limit of Liability with respect to each and every occurrence.

Supplementary Exclusions applying to Option 4

This Optional Extension does not cover:

1. Excess

the excess shown in the *schedule*.

2. Non performance

any loss resulting from the incurring of fines or damages for breach of contract, late or non-completion of orders or for any loss of bonus or for any penalties of whatever nature or for any other consequential loss of profit of any other kind.

3. Restoration of electronic data

any cost incurred in the replacement of *electronic data*, processing media or the cost of restoration of such data contained thereon.

Supplementary Benefit applying to Option 4

Accountants fees

We will pay the reasonable costs incurred for the professional fees of accountants or auditors in compiling details for a valid claim under this Optional Extensions, limited to \$10,000 or 5% of the *sum insured*, whichever is the lesser for any one event, or the amount stated in the *schedule* for this Extension.

Supplementary Claims Condition applying to Option 4

Method of settlement

(a) The amount payable shall be the additional expenditure which you necessarily and reasonably incur minimising any interruption of or interference with the business, or part of your business using the *insured plant*, during the period beginning with the occurrence of the *insured damage* and ending not later than the period specified in the *schedule*; and during which period the operation of your business is adversely affected as a direct result of such *insured damage*.

Our approval for this additional expenditure must first be obtained.

(b) We will deduct from the amount payable by us any sums saved during the relevant period in respect of charges and expenses of the business which may cease or be reduced as a direct result of the *insured damage*.

(c) You must notify us within 48 hours with confirmation in writing of any *insured damage* occurring which may result in you incurring any increased cost of working.

Exclusions

You are not insured under this policy for:

- 1. Consequential loss**
consequential loss of any kind.
- 2. Conversion to non-chlorofluorocarbon refrigerant operations**
costs due to the modification or replacement of *insured plant* due to any legal requirement relating to the use of refrigerant gases. This Exclusion applies regardless of whether *insured damage* has occurred.
- 3. Deliberate acts**
a deliberate act ordered or carried out by you or by any person acting with your permission, except when it is to avoid or reduce *insured damage* which would otherwise happen.
- 4. Dishonest acts**
dishonest acts or misappropriation of *insured plant* by you or your directors, partners, employees or offices or a member of your family.
- 5. Dual lifting**
insured damage to any plant being moved which is caused by dual lifting.
- 6. Earthquake**
earthquake including:
 - (a) subterranean fire or volcanic eruption; or
 - (b) fire resulting from an earthquake.
- 7. Electronic data**
 - (a) (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of *electronic data*;
 - (ii) error in creating, amending, entering, deleting or using *electronic data*; or
 - (iii) total or partial inability or failure to receive, send, access or use *electronic data* for any time or at all,

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

 - (b) for the purpose of the 'Method of settlement' provision in this policy, computer systems records includes *electronic data* as defined.

8. Excluded perils

any of the following perils:

- (a) fire (except for *insured damage* caused by overheating of boilers), smoke, soot;
- (b) extinguishing of a fire including subsequent demolition or repair work;
- (c) lightning;
- (d) cyclone, tornado or hurricane;
- (e) wind and water including (but not limited to):
 - (i) snow, sleet or hail;
 - (ii) flooding;
 - (iii) discharge from water mains, pipes, gutters, drains, water tanks or apparatus;
 - (iv) steam, condensation or oxidisation;
 - (v) erosion, subsidence, landslide or any other earth movement;
 - (vi) water seeping or percolating from outside your premises;
 - (vii) water entering your premises as a result of structural design, faulty workmanship or faulty design;
 - (viii) sea or storm surge;
- (f) impact by vehicles, waterborne craft or animals;
- (g) aircraft, other aerial devices or articles dropped from them;
- (h) earthquake including:
 - (i) subterranean fire or volcanic eruption;
 - (ii) fire resulting from an earthquake;
- (i) the action(s) of:
 - (i) people taking part in riot or civil commotion;
 - (ii) malicious people;
 - (iii) strikers or locked-out workers;
 - (iv) people taking part in labour disturbances;
- (j) leakage of liquids;
- (k) explosion (other than as defined); or
- (l) theft or any attempted theft.

9. Excluded plant

excluded plant, which is:

- (a) electronic apparatus (other than control equipment associated exclusively with and forming part of the *insured plant*), computers, telecommunication transmitting and receiving equipment, *electronic data* processing equipment, audio visual amplification and electronic surveillance equipment, burglar alarms, research, diagnostic and electro-medical equipment, unless specifically listed in the *schedule*;
- (b) lighting facilities, reticulating liquid and gas piping, ducting;
- (c) *domestic type hot water systems/service*, storage tanks, vats, stationary and mobile pressure vessels containing explosive gases;
- (d) mobile plant unless specifically listed in the *schedule*;
- (e) lifts, escalators, elevators unless specifically listed in the *schedule*;
- (f) office machines and coin/card/note operated machines;
- (g) any other plant and equipment not owned by you or not installed or used at the *situation*.

10. Expendable or consumable parts

expendable or consumable parts, such as (but not limited to):

- (a) seals, gaskets, joints, belts, ropes, wires, chains, links, felts, sieves, fabrics, joinings, packings, thermostats, TX valves, conveyor belts, unless damaged as a result of the *insured damage*;
- (b) electric heating elements, batteries, electrical contacts, fuses, filaments, glass, porcelain or ceramic components other than when used as electrical insulation;
- (c) cutting edges, tyres, rails, wear plates, dies, impression rollers, engraved cylinders, shear pins, moulds, patterns, exchangeable tools; or
- (d) concrete, brickwork, foundations or refractories unless damaged as a result of the *insured damage*.

11. Fair wear and tear

fair wear and tear. This means the wasting or wearing out of any part of the *insured plant* due to natural, ordinary use or gradual deterioration including (but not limited to):

- (a) erosion, corrosion, rust, boiler scale or oxidation, chemical action, fatigue fractured pipes or damage due to cavitation;
- (b) tightening of loose components, recalibration or adjustments other than as a result of the *insured damage*;
- (c) slowly developing deformation, distortion or crack; or
- (d) any crack, blister, flaw or grooving which has not penetrated the entire thickness of the *insured plant's* material although repair or replacement may be necessary at some time in the future.

12. Known faults / Defects

faults or defects known to you or any employee whose knowledge in law would be deemed to be your knowledge and not disclosed to us at the time this insurance was arranged, extended, varied or renewed.

13. Lawful seizure, Confiscation

lawful seizure, confiscation or requisition by an order of any government, public or local authority. However we will pay for *insured damage* which occurs as a result of such an order, if it prevents or attempts to prevent *insured damage* to the *insured plant* covered by this policy.

14. Maintenance agreements

insured damage which is recoverable under a maintenance agreement, warranty, guarantee or indemnity in your favour.

15. Policy excess

the excess shown on the *schedule*.

16. Radioactive contamination

- (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion will include any self-sustaining process of nuclear fission; or
- (b) nuclear weapons material.

17. Removing or reinstating pump units

the cost of removing or reinstalling pump units from bores or loss of pumps units within bores unless specified on the *schedule*.

18. Testing, Intentional overloading

testing (involving the imposition of abnormal conditions), intentional overloading or experiments of any kind unless agreed by us and noted on the *schedule*.

19. War, Act of terrorism

- (a) war or warlike activities, including invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or seized power; or
- (b) any *act of terrorism* or any action taken in controlling, preventing, suppressing or in any way relating to any *act of terrorism*.

Claims Conditions

1. In the event of a claim

As soon as you are aware of any *insured damage* that is likely to result in a claim under this policy you must:

- (a) take any reasonable steps to reduce the *insured damage* and avoid any further *insured damage*.
- (b) tell us about any other insurance(s) which cover all or part of the *insured plant*.
- (c) keep any damaged or defective parts for which you intend to make a claim (so that we may inspect them).

You must not:

- (d) carry out any repairs (except those allowed in 1. (a) above) without our written authority.
- (e) admit responsibility for any *insured damage*.
- (f) make any false statements in connection with your policy or any claim you make.

If you do not follow these steps, we can reduce any claim by an amount that fairly represents the extent to which our interests have been disadvantaged.

2. How to make a claim

To make a claim under this policy, you must:

- (a) tell us what happened immediately. Write to us as soon as possible giving details where there may be a claim under this policy.
- (b) complete our claim form and send it to us promptly.
- (c) give us and our agents free access to examine and assess any *insured damage*.

- (d) provide any other information or help which we may request to support your claim.
- (e) provide a statutory declaration to verify the *insured damage*, if we request it.
- (f) tell us the identity of anyone who has an interest in the *insured plant*.

After you have made a claim under this policy, we have the sole right to act in your name and on your behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You must give us all the help and information we need to pursue these claims.

3. After your claim is accepted

After we have paid a claim under this policy either in total or in part, we have the right to take over any legal right of recovery which you have. If we do this, it will be for our benefit and at our expense (if you have been fully reimbursed). You must provide full cooperation.

We have the right to keep any *damaged plant or parts thereof* that we have paid for under this policy, including any proceeds if the items are sold.

If any person compensates you for the *insured damage* of any *insured plant* for which we have paid a claim, you must reimburse us for that payment. You must do this as soon as the payment is made.

4. Method of settlement

At our option, we will repair, rebuild or replace the *insured plant* or pay the amount of the *insured damage*.

Under no circumstances will we pay more than the *sum insured* listed on the *schedule* for the item or group of items.

We will not pay the cost of any alterations, additions, improvements, modifications or overhauls.

5. Reinstatement of the sum insured

Following a claim, we will automatically reinstate the amount of the *sum insured* for no additional premium. The reinstatement will start from the date the *insured damage* occurred. For this Additional Benefit to apply:

- (a) the *period of insurance* during which the *insured damage* occurred must not have ended;
- (b) the policy must not have been cancelled.

6. Excess payment

Before we pay a claim you will be required to pay the *excess* shown on the *schedule*. We will deduct the applicable *excess(es)* from the claim otherwise payable and then pay you the amount of the loss or damage up to, but not exceeding, the relevant *sum insured*.

7. Payments in respect to Goods and Service Tax

All sums insured in this policy (except for the *excess*) exclude GST where that GST is recoverable by us under the Goods and Services Tax Act 1985. We add GST, where applicable, to claim payments. However, this does not apply to the *excess* which is GST inclusive.

8. Repairs

Before any remedial work is started, you must obtain two quotes, unless agreement is otherwise obtained from us.

Minor or temporary repairs can be carried out subject to the Claims Condition 1. 'In the event of a claim' however, the damaged parts, item(s) or physical evidence must not be removed before you have obtained our consent.

We have no liability for any *insured plant* damaged and operated without it being repaired to our satisfaction.

9. Obsolete equipment

Where components or manufacturer's specifications are no longer available or because they are obsolete, we may choose to either:

- (a) pay the costs which would have been incurred if the components or manufacturer's specification had still been available; or
- (b) pay the actual value of the item immediately before the *insured damage* occurred,

whichever is the lesser.

10. Proper law and jurisdiction

- (a) The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with New Zealand law.
- (b) In the event of any dispute arising under this policy, including, but not limited to, its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent Court in New Zealand.

11. Other insurance

- (a) If you make a claim for an occurrence which is, or may be, covered in whole or in part by any other insurance, then when making the claim you must give us full details of the other insurance.
- (b) This policy does not cover any claim to the extent that you are entitled to indemnity in respect of that claim under any Material Damage/Business Interruption policy specified in the *schedule*.

General Terms and Conditions

1. Assignment

We must first agree before the interest in the insurance can be transferred to anyone else.

2. Cancelling your policy

By you: you may cancel this policy by writing to us. We will then refund all the premium you have paid us for the time remaining on the policy, less 10% of the annual premium to cover our costs including any non-refundable government charges.

By us: If we are entitled to cancel this policy, we will tell you in writing. We will then refund all the premium you have paid us for the time remaining on the policy.

If the premium is paid in instalments, we may cancel the policy after any instalment has remained unpaid for one month or more. This will be effective from the day the unpaid instalment was due.

When a policy is cancelled or terminated, you may be asked to supply information, which we require to adjust the premium.

3. Changing the risk

You must notify us as soon as you are aware of any changes to the risk that:

- (a) may result in a greater chance of *insured damage*; or
- (b) result in your interest in the *insured plant* ceasing.

When we receive notification of a change, we may decide to:

- (c) adjust the premium or the terms of the policy; and/or
- (d) cancel the policy if we are entitled to do so.

4. Inspections

We (or agents appointed by us) have the right to inspect and examine, by mutual appointment, any *insured plant*.

5. Joint insurance

A claim made by any one of the people named as the *insured* in your *schedule* is a claim made by all of them.

6. Precautions to prevent insured damage

You must take reasonable precautions to prevent *insured damage*. You must maintain the *insured plant* in proper condition and act in accordance with all statutory obligations and manufacturer's recommendations relating to the safeguarding operating and maintenance of the *insured plant*.

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