

INFORMATION FOR YOU

About MECON Insurance

Mechanical and Construction Insurance Pty Ltd (MECON) A.B.N. 58 106 907 055 has established a professional insurance service to consumers who are exposed to risks of an engineering nature. MECON specialises in providing tailored insurance solutions for engineering risks including construction project activities, contractors plant operation, and mechanical, electrical or electronic machinery operation. MECON offers a range of easily understood policies and extensions that are available to meet your requirements.

MECON has been founded on the principles of simplicity, integrity, service and innovation - all supported by experienced and knowledgeable staff.

If you would like any further information about MECON, please visit our website www.mecon.com.au or contact our friendly customer service staff at customerservice@mecon.com.au or by phoning (02) 9252 1040.

Your Insurance Policy Information

Your insurance Policy is made up of:

- The terms contained on pages 3 to 14 inclusive.
- The Schedule.
- Any Endorsement or notice we give you in writing.
- Your submissions, whether verbal or in writing.

We have provided information in this document to assist you to manage the risks associated with the property and liability which may be insured under the Policy.

The information we have provided is for assistance to you and does not form a part of the Policy.

The risk management tips that appear below are provided to assist you to prevent loss or damage and are solely based upon our claims experience. The tips do not take into account your individual circumstances and are not based upon any safety research or risk management knowledge we possess, therefore you should not rely on these tips to manage your risk exposure. For risk management advice please contact Workcover or your risk management adviser. Your risk management adviser may wish to use MECON's tips to assist them in advising you.

Protection Of Your Interests

Over the years, a number of legislative and industry reforms have been introduced that protect the rights of consumers and assist them in their dealings with insurance companies. An example of some of the more important reforms are contained in the:

- Insurance Contracts Act 1984
- Privacy Act 1988
- Terrorism Insurance Act 2003

Please refer to page 19 and 20 for further information.

Your Responsibilities

The Insurance Contracts Act requires:

- you to make certain disclosures, and
- both you and the insurer to act with the Utmost Good Faith in relation to, or under, the contract of insurance.

Please refer to page 19 for further information on your Duty of Disclosure and the principle of Utmost Good Faith.

Risk Management Tips

This is a brief outline of some of the risks that commonly give rise to claims under construction and liability policies. It is provided purely to assist you identify and manage some of the risks which may be associated with your project and does not form a part of your policy. To reduce the risk of suffering injury, loss or damage, you should:

Bodily Injury: Restrict access to your work area to relevant site staff only. Ensure walkways are kept clear of debris and similarly check pavements and roads immediately adjacent to the site at least before you leave each night. Ensure overhead power-lines are highlighted and all persons operating plant and equipment, which has the ability to contact the power-lines, are aware of power-line location. Ensure **all** incidents of injury on site are carefully recorded and detailed no matter how trivial they may seem at the time. If you are not the principal or head contractor on site, before you finally handover your work and/or leave the site, ensure you check with the appropriate person on site as to whether you, your work, your equipment or your materials may have been involved in any incidents of injury on the site. If possible, have them put their advice in writing for your records. Always keep details of the people who advised you and your discussion with them in this regard.

Environmental Nuisance: Monitor and control dust, noise and vibration within acceptable limits. If you receive complaints from surrounding properties, do not ignore them.

Practical Completion: For all Australian Standard Construction Contracts, at 4.00pm on the date a Certificate of Practical Completion, or Occupancy Certificate is issued, the risk of damage to property being constructed transfers from the contractor/builder to the owner/principal. From that time the owner/principal must insure the risk.

Principal Supplied Materials: (Sometimes called “free issue” material). Such materials are not included in the contract price or the turnover of a business. If such material is to be included in the Project, ensure you have allowed for it in item 1.03.

Occupational Health & Safety: Understand the implications, and observe the requirements of, Occupational Health and Safety legislation in your State relevant to your business. An Act of Parliament governs your OH&S obligations and it applies to everyone in business. Refer to www.nohsc.gov.au for further information.

Operating Plant: When operating plant, strictly adhere to all manufacturer’s guidelines and instructions. Never use plant outside its design parameters. In situations where use of plant creates ground vibration, ensure surrounding property is checked for existing damage before you start work and after you finish. Commission dilapidation or condition reports on surrounding property if there is any doubt.

Theft: Ensure tools which cannot be removed from the site each day are stored in a securely locked container. If practical, fit back-to-base alarms on site, install cameras to monitor site, employ security and check site gates are securely locked each night. Double your vigilance as fit-out occurs. Simple precautions may include removing visible containers or cartons from the site – particularly those which contained white goods and other valuable items. (If you leave these items in view, thieves know what a site is likely to yield). If possible, fit white goods and entertainment equipment hardware close to Practical Completion, or when the project is due for occupancy. Remove oven doors, stove knobs, dishwasher racks, microwave turntables, fridge racks and drawers from the site and reinstall them when building is occupied. Fill water tanks with water as soon as they are installed. Theft of copper pipe and cabling is rampant. Consider security guard patrols on small sites or permanent after-hours attendance on large sites once switch-boards and cabling have been installed. (Often the cost of delay in project completion caused by damage done by thieves can be more than the material loss).

Underground Services: Always locate the exact position of underground services on site. Some methods available include phoning Dial Before You Dig www.dialbeforeyoudig.com.au use of

ultrasound, magnetic field detection, using an authority’s plans, and potholing. Always use manual methods of digging to locate and uncover services. Never locate or uncover services with mechanical excavators.

Uninsured Risks: If you have any doubt whether any part of a project is insured by the policy, seek the advice of MECON or your insurance adviser.

Weather: If the project is susceptible to damage by weather, ensure you consider historic weather patterns and current forecasts in the area and plan work and precautions accordingly.

Welding/Hot Work: Familiarise yourself with, and employ precautions as detailed in, AS1674-1-1997 Safety in Welding and Allied Processes – copies of which are available via the Standards Australia website www.standards.com.au

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ANNUAL PROJECTS POLICY

GLOSSARY OF TERMS USED

(Please read the Glossary first. This will help you to understand the Policy).

'Aircraft' means any craft intended to float in or travel through air or space.

'Business' means the performance and administration of any Project to which this insurance applies. It includes such other business as may be specified in the Schedule, the turnover from such business being deemed, for premium adjustment, to be turnover earned from insured Projects. It also includes incidental operations such as the occupation of premises; the operation of any canteen or other facility for the benefit of Employees; internal first aid services; fire brigade services and the like. For the purpose of Products Liability cover, a "Project to which this insurance applies" includes any completed project of the same type as those to which this insurance applies.

'Deductible' is an amount deducted from an insured loss. The insurance only covers loss in excess of that amount. You have to bear the deductible amount.

'Defects Liability Period' means, for any Project, the lesser of the period specified in the Schedule and the period specified in the contract for that Project. During the Defects Liability Period, cover under Section One of the Policy is limited to loss or damage:

- (a) that you cause to the Project while rectifying defects; or
- (b) that happens to the Project during the Defects Liability Period but was caused by an event during the physical performance of the Project and prior to Practical Completion.

If Section Two of this Policy is in effect, cover under that Section during the Defects Liability Period is limited to liability arising out of Personal Injury or Property Loss that you caused while rectifying defects.

Where there is no formal agreement between principal and contractor for a Defects Liability Period, the Defects Liability Period for the purpose of this insurance is nil.

'Employee' means any person engaged by you under a contract of service or apprenticeship. This includes both statutory and common law employees.

'Major Hazard' means loss or damage resulting from fire, Storm, Flood, rain, water, landslip, erosion, subsidence or collapse.

'Market Value' means the cost of replacing lost or damaged property with property of similar age, condition and capacity. This includes any necessary installation and commissioning costs.

'MECON' means Mechanical and Construction Insurance Pty Limited.

'Minor Hazard' means loss or damage resulting from any cause other than a Major Hazard.

'Occurrence' means an event that you neither expect nor intend. It includes any continued or repeated exposure of people or property to conditions that are generally the same.

'Period of Insurance' has the following meaning in Section One of the Policy.

(a) *Annual Turnover Basis:*

Where the insurance is on this basis, the Period of Insurance begins for the Project at the start of the current Policy Period or at the start of the Project, whichever is the later. It ends with Practical Completion or at the end of the current Policy Period, whichever occurs first. The Defects Liability Period (if applicable) will immediately follow Practical Completion; but only where Practical Completion takes place before the end of the Policy Period.

(b) *Project Run-Off Basis:*

Where the insurance is on this basis, the Period of Insurance begins for the Project when it starts during the Policy Period. It ends with Practical Completion or on expiry of the Maximum Project Duration specified in the Schedule, whichever occurs first. The Defects Liability Period (if applicable) will immediately follow Practical Completion.

Notwithstanding the above, the Period of Insurance for each part of the Project will end at the time the part attains Practical Completion or is taken over by the principal or put into service, whichever occurs first. This will be so even if the Project as a whole has not yet attained Practical Completion. The Defects Liability Period (if applicable) for that part will then follow. Where this Policy is not renewed, insurance does not extend beyond the Policy Period for Contractor's Plant, Tools and Reusable Equipment insured under Item 1.05.

'Period of Insurance' in Section Two of the Policy has the following meaning:

For insurance on a Project Run-Off Basis (other than for Products Liability); the Period of Insurance begins at the start of the current Policy Period. It ends for each Project at the same time as it ends under Section One. In all other

respects, the Period of Insurance is the same as the current Policy Period.

In respect of liability arising out of the use of hired plant, tools or equipment, the Period of Insurance begins at the start of the current Policy Period or at the start of the hire, whichever is the later. It ends at the end of the current Policy Period or when you have ceased using it, whichever occurs first.

The Period of Insurance for all other cover under Section Two is the same as the current Policy Period.

'Personal Injury' means:

- (a) bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury;
- (b) false arrest, false detention, wrongful imprisonment, or malicious prosecution;
- (c) libel or slander;
- (d) wrongful entry or wrongful eviction or other invasion of privacy; or
- (e) assault committed by any of your Employees while engaged in the Business, but not if the assault was committed at your direction for any reason other than to avoid or reduce harm to people or property.

'Policy Period' means the current period for which the Policy is in force. The period begins and ends on the dates specified in the Schedule.

'Practical Completion' means:

- (a) the stage at which a Project is complete except for minor omissions and defects that do not prevent it from being reasonably capable of use for its intended purpose; or
- (b) where the Project is subject to issue of a Certificate of Practical Completion or an Occupancy Certificate or equivalent, the date upon which the certificate or permit is issued, or would have been issued but for reasons that do not involve construction work.

'Product' means anything that you have manufactured, grown, extracted, produced, processed, sold, supplied, distributed, repaired, serviced, treated, installed, assembled, erected or constructed in the course of the Business. This includes any packaging and containers. However, none of these things is deemed to be a Product until after it has left your physical custody and legal control.

'Project' means any Project covered by this insurance. Depending on context, it includes the

performance of work in the Project and all property and labour incorporated or to be incorporated in the completed Project.

(Note: Exclusions in both Sections of the Policy prevent some types of project from being insured under this Policy.)

'Property Loss' means physical loss of or damage to tangible property resulting from an Occurrence. It includes consequent loss of use of the property.

'Public Liability' is the name given to cover under Section Two of this Policy.

'Schedule' means the Schedule of Cover attaching to and forming part of this Policy.

'Territorial Limit' means the territorial limit shown as such in the Schedule.

'Vehicle' means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer made or intended to be drawn by, or attached to, any such machine.

'Watercraft' means anything intended to float or travel on, through or under water.

'you' and its derivatives means you in your capacity as an insured entity under this Policy, and who is named as such in the Schedule.

Section One of this Policy also insures the principal party to any contract for the performance of an insured Project, but only to the extent of its joint interest in the Project. Accordingly, 'you' also means the principal party where necessary for that purpose.

Section Two of this Policy also insures the following parties as beneficiaries under this Policy.

- (a) any of your directors or Employees while acting within the scope of their duties as such.
- (b) any principal party to any contract for the performance of an insured Project, but only for its liability as principal arising out of that Project.
- (c) any office bearer or member of any of the following organisations formed with your consent:
 - (i) any canteen operated for the benefit of your Employees; and
 - (ii) any first aid or fire brigade service;

but only while the office bearer or member is acting in their capacity as such.

Accordingly, 'you' also means any of the above where necessary to give effect to the insurance.

Each party insured under Section Two of this Policy will be insured as if a separate policy had been issued to each. Accordingly, each party will be insured for their liability to any other party. However, this does not increase any Limit of Indemnity. A Limit of Indemnity applies to all of the insured parties collectively. (This paragraph or its equivalent is known as a 'Cross Liability' clause).

GENERAL INFORMATION

Headings

The headings of clauses in this Policy are for reference purposes only.

GST

If you are a Registered Business and the Australian Tax Office regulations permit MECON to settle any claims that you make, or are made against you:

- (a) exclusive of GST; or
- (b) where MECON can recover GST amounts included in such a settlement;

then all amounts insured and all Deductibles expressed in this Policy are exclusive of GST. In all other cases, the amounts insured are GST inclusive.

Basis of Agreement

If you have fulfilled your Duty of Disclosure and observed the principles of Utmost Good Faith, then, upon payment of the required Premium, MECON will insure you during the Period of Insurance in the manner and to the extent specified in the Policy.

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SECTION ONE – MATERIAL DAMAGE

Insurance Provided

1.00 MECON will indemnify you for sudden and accidental physical loss or damage, that you could not have expected to happen to Insured Property, within the Territorial Limit during the Period of Insurance. Cover under this Section of the Policy is subject to all terms of this insurance in so far as they can apply.

Except where stated to the contrary, MECON's liability will not exceed the sum insured on the lost or damaged property.

1.01 Sums Insured, Insured Property and Insured Costs

Clauses 1.02 to 1.10 describe components of the total sum insured and include reference to special conditions related to the sums insured.

1.02 Maximum Project Value

The sum insured must be high enough to cover the maximum contract price of any Project that will fall within the scope of this Policy during the Policy Period. It covers all of the property and labour whose value is included in the Project's contract price.

Average Clause: If the sum insured is less than 90% of the contract price of any Project, you will have to bear a proportion of any loss arising from loss of or damage to that Project. Your proportion will be in the same ratio as the shortfall in the sum insured bears to 90% of the contract price.

1.03 Principal Supplied Materials

The sum insured on this Item covers materials and components supplied by the Principal (the value of which is not included in the contract price). It must be not less than their replacement cost for any one Project.

Average Clause: If the sum insured is less than 90% of the replacement cost, you will have to bear a proportion of any loss arising from their loss or damage. Your proportion will be in the same ratio as the shortfall in the sum insured bears to 90% of the replacement cost.

1.04 Existing Structures

The sum insured on this Item covers any structure that was permanently located on a Project site before the Project work commenced; but only if the structure has been included in the Project plans for undergoing construction work. The sum insured must be high enough to cover

the full cost of replacing each insured structure to a condition equal to but not better or more extensive than it was when the contract work began.

Average Clause: If the sum insured is less than 90% of that cost, you will have to bear a proportion of any loss arising from its loss or damage. Your proportion will be in the same ratio as the shortfall in the sum insured bears to 90% of the full replacement cost.

1.05 Contractor's Plant, Tools and Reusable Equipment

The sum insured on this Item covers contractor's plant, tools and reusable equipment. It must be not less than the Market Value of the property. This includes your own property and any such property for which you are responsible by reason of any written agreement.

This does not apply to any tools that are excluded from cover. (See exclusion 4.09 - Tools).

1.06 Variations and Escalation

The sum insured on this Item covers the added value of alterations and extensions (usually called 'variations') to a Project. It also covers any escalation in the value at risk due to inflation during the Period of Insurance.

Average Clause: If the sum insured is less than 90% of the value added by variations and inflation, you will have to bear a proportion of any loss of that value. Your proportion will be in the same ratio as the shortfall in the sum insured bears to 90% of the additional value.

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 20% of the sums insured on Items 1.02 and 1.03. It is available in full for any one loss or series of losses arising out of any one event.

1.07 Removal of Debris

The sum insured on this Item covers the necessary cost of demolishing property and disposing of debris following damage covered by this insurance.

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 10% of the sums insured on Items 1.02, 1.03, 1.04 and 1.05.

1.08 Professional Fees

The sum insured on this Item covers professional fees necessarily incurred in reinstating damaged Insured Property on the Project site. The insured fees include those of architects, surveyors and consulting engineers or other similar professional fees, but not fees incurred in preparing claim submissions or negotiating claims.

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 10% of the sums insured on Items 1.02 and 1.03.

1.09 Expediting Costs

The sum insured on this Item covers the extra cost of expediting the reinstatement of Insured Property following damage to which this insurance applies. The insured costs include those of express delivery, overtime wages, hire of additional labour and equipment and carriage by airfreight. However, cover on the cost of airfreight only applies to the use of licensed airlines operating regular scheduled services. It does not include the use of chartered Aircraft.

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 5% of the sums insured on Items 1.02, 1.03 and 1.04.

1.10 Mitigation Costs

The sum insured on this Item covers the reasonable cost of taking emergency action to reduce the size of an insured loss. The cover applies to action taken after damage has commenced or when it is otherwise imminent and inevitable.

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 5% of the sums insured on Items 1.02, 1.03 and 1.04. It is available in full for any one loss or series of losses arising out of any one event.

How Premium Is Calculated

2.00

- (a) If the insurance is on an Annual Turnover Basis, a deposit premium will be calculated by applying the rate of premium to the estimated annual turnover from all Projects to be insured.

On expiry of the Policy Period, you must declare the annual turnover actually earned from insured Projects. If this is greater than the estimated annual turnover, the premium

will be adjusted on the difference. The additional premium will then be payable by you.

If the Schedule shows a different basis for premium adjustment, the different basis will apply instead of the above.

- (b) If the insurance is on a Project Run-Off Basis, a deposit premium will be calculated by applying the rate of premium to the estimated total value of all Projects that you expect to commence during the Policy Period.

On expiry of the Policy Period, you must declare the total value of all Projects actually commenced during that period. If this is greater than the estimated total value of Projects expected to have commenced, the premium will be adjusted on the difference. The additional premium will then be payable by you.

If the Schedule shows a different basis for premium adjustment, the different basis will apply instead of the above.

2.01 Premium for cover under Items 1.03, 1.04 and 1.05 will, at MECON's discretion, be either calculated by applying the rate of premium to the sums insured or will be a fixed premium.

2.02 Premium for cover under Items 1.06, 1.07, 1.08, 1.09 and 1.10 is included in the premium specified in clause 2.00. Reducing any automatic sum insured under these Items will not reduce the premium.

2.03 Additional premium will be payable for any optional endorsement that increases the amount of cover.

Basis Upon Which Claims Are Paid

3.00 MECON will pay the cost of reinstating the Insured Property to a condition the same as but not better than its condition immediately before the loss or damage less the Deductible shown in the Schedule.

If the loss or damage happens to contractor's plant, tools and reusable equipment insured under Item 1.05, MECON may at its option base payment on the Market Value of the property.

MECON will not pay more than the sum insured on any lost or damaged property.

3.01 Where Insured Property has been destroyed and you have been fully indemnified

for the loss of its value, any remaining salvage value of that property will belong to MECON.

3.02 This insurance does not cover the cost of any modification or improvement made to Insured Property during its reinstatement following damage.

3.03 Loss resulting from earthquake, Storm, fire, Flood, water, rain, landslip, erosion, subsidence or collapse during any period of seventy-two consecutive hours will be deemed one loss for the purpose of applying a Deductible. You may choose the time at which a 72-hour period commences, but no two periods may overlap.

'Flood' means inundation of normally dry land or property by rain or by water from any permanent body of water.

'Storm' means a violent weather condition including but not limited to windstorm, cyclone, tornado, thunderstorm, hailstorm, or snowstorm.

Section One Exclusions

4.00 Cover under Section One of the Policy is subject to the following exclusions:

4.01 Breakdown

This insurance does not cover damage caused to:

- (a) second hand machinery; or
- (b) any contractor's plant;

through its own mechanical, electrical or electronic breakdown, failure or derangement.

4.02 Cessation of Work

This insurance does not cover loss or damage happening to the Project after it has been abandoned or work on it has been ceased for more than 30 consecutive days unless, prior to abandonment or within 30 days of work having ceased, you have notified MECON that you require cover to continue and you have received MECON's written acceptance of extended cover.

4.03 Consequential Loss

This insurance does not cover consequential loss such as any penalty; any loss due to delay, lack of performance or loss of contract; or any liquidated damages.

4.04 Design, Material and Workmanship

- (a) This insurance does not cover the cost of correcting defective property irrespective of whether the defect results from defective materials, incorrect specification, defective

workmanship or defective design. For the avoidance of doubt, such shortcomings in any works are not 'damage'.

If damage occurs involving defective property, the amount payable for the damage will be reduced by the amount that would have been incurred in correcting the defect before the damage occurred.

- (b) This insurance does not cover damage caused by defective workmanship. However, this only applies to the part directly damaged by the defective work performed on it, and not to any consequent damage to any other part of the Project.

4.05 Inventory

This insurance does not cover loss that is discovered only by taking an inventory unless you can prove the time and cause of the loss.

4.06 Ocean Shipment

This insurance does not cover loss or damage arising during transit by sea unless the shipment is by barge or roll-on, roll-off ferry in coastal waters within the Territorial Limit.

4.07 Paper Records and Money

This insurance does not cover loss of or damage to paper records, including but not limited to files, drawings, accounts, deeds, bills and evidence of debt. Nor does this insurance cover loss of or damage to any currency, stamps, securities or cheques.

4.08 Specific Types of Project

This insurance does not cover damage directly or indirectly caused by:

- (a) the use of any explosive;
- (b) the demolition of any structure over 10 metres in height, but this does not apply to any internal non-structural demolition.

This insurance does not cover loss of or damage to:

- (c) any excavation deeper than 10 metres;
- (d) any building or other structure of historical significance;
- (e) any underground work, such as any tunnel, shaft or gallery;
- (f) any railway or tramline;
- (g) any Project predominantly for civil work north of the 25th parallel south;
- (h) any Project predominantly for laying any pipeline longer than 250 metres;

- (i) any irrigation system, canal, reservoir, dam or syphon;
- (j) any jetty, pier, wharf, marina, breakwater, and any other work in, on or over a permanent body of water;
- (k) any directionally bored hole greater than 50cm in diameter;
- (l) any work in or around any airport or any aircraft landing area;
- (m) any work in any oil, gas, chemical or petrochemical plant.

However, this exclusion does not apply to any such work or Project to the extent specified in the Schedule.

(Note: The Proposal Form contains questions relating to these works and Projects.)

4.09 Tools

(a) This insurance does not cover loss of or damage to any computer, any computer software, any computer peripheral, any photocopier, any camera, any mobile phone or any stationery.

(b) This insurance does not cover any item of contractor's plant, equipment or any tool whose Market Value is greater than the sum insured or sub-limit specified in the Schedule for Item 1.05.

4.10 Underground Boring

This insurance does not cover any loss or damage:

- (a) associated with the abandonment of any bored or micro-tunnelled underground hole; or
- (b) to any such hole resulting directly or indirectly from unforeseen ground conditions; or
- (c) resulting from loss of bentonite.

Nor does this insurance cover the cost of re-drilling any misdirected or misaligned hole.

4.11 Vehicles, Watercraft and Aircraft

This insurance does not cover loss of or damage to any Vehicle licensed for general road use, nor to any Watercraft longer than 10 metres, nor to any Aircraft. The Policy does not cover contractor's plant at all unless a sum insured is shown for it in Item 1.05.

4.12 Wear and Tear

This insurance does not cover the cost of repairing or replacing any part due solely to its wear and tear, corrosion, stress corrosion or oxidation. Deterioration of any part that is due to lack of use or normal atmospheric conditions is also not covered.

SECTION TWO – PUBLIC LIABILITY

Insurance Provided

5.00 MECON will indemnify you for all sums that you become legally liable to pay as compensation for Personal Injury or Property Loss that:

- (a) happens within the Territorial Limit during the Period of Insurance; and**
- (b) results from an Occurrence in connection with the Business.**

Cover under this Section of the Policy is subject to all terms of this insurance in so far as they can apply.

MECON will also indemnify you for the following costs, but only if they are incurred by MECON or with MECON's consent, which will not be unreasonably withheld. Cover for these costs is in addition to the Limit of Indemnity specified in the Schedule.

5.01 Legal and other costs incurred in connection with any liability or allegation of liability to which this insurance applies.

5.02 The cost of your legal representation at any coroner's inquest held in connection with the Occurrence.

5.03 The cost of temporary repairs undertaken to prevent any immediate threat of Property Loss or Personal Injury.

Limit and Type of Liability

6.00 Except where stated to the contrary, MECON's liability under each of the following Items will not exceed the Limit of Indemnity specified in the Schedule for that Item.

6.01 Public Liability

The Limit of Indemnity under this Item is the most that MECON will pay for all costs and liability arising out of an Occurrence. The limit is available in full for each Occurrence.

6.02 Products Liability

The Limit of Indemnity under this Item applies to your liability for Personal Injury or Property Loss caused by or arising out of your Products. It is the most that MECON will pay for the aggregate of liability and costs arising out of all Personal Injury and Property Loss during the current Policy Period.

6.03 Vibration, Weakening or the Removal of Support

The Limit of Indemnity under this Item applies to liability for Personal Injury and Property Loss caused by vibration, or by the weakening or removal of any support. It is the most that MECON will pay for the aggregate of liability and costs arising out of all Personal Injury and Property Loss during the current Policy Period.

6.04 Property in Care, Custody or Control

The Limit of Indemnity under this Item applies to liability for Property Loss to property that you do not own, but is in your care, custody or control. It is the most that MECON will pay for the aggregate of liability and costs arising out of all Personal Injury and Property Loss during the current Policy Period.

How Premium Is Calculated

7.00 Premium is calculated as follows:

7.01 For cover under Items 6.01 and 6.02, a deposit premium will be calculated by applying the rate of premium to the estimated annual turnover of the Business, or for Project Run-Off Basis, the total value of contracts expected to commence during the Policy Period.

On expiry of the Policy Period, you must declare the annual turnover actually earned from the Business, or for Project Run-Off Basis, the total value of Projects actually commenced during the Policy Period. If this is greater than the estimated annual turnover, the premium will be adjusted on the difference. The additional premium will then be payable by you.

7.02 For cover under Items 6.03 and 6.04, the premium is either a fixed premium or it is calculated by applying a rate of premium to the applicable Limit of Indemnity.

Section Two Exclusions

8.00 Cover under Section Two is subject to the following exclusions.

8.01 Contract or Agreement

This insurance does not cover:

- (a)** liability for Property Loss arising out of your failure to arrange or maintain adequate insurance if this is required of you under any contract or agreement.
- (b)** liability that you have assumed under any contract or agreement unless the liability would have attached in the absence of that contract or agreement.

- (c) any liability that would have been recoverable from another party but for your waiver or limitation of that liability.

8.02 Demolition

This insurance does not cover liability arising directly or indirectly out of demolition work on any structure over 10 metres high. This does not apply to internal demolition work on non-structural property.

If the Schedule says that demolition work is insured, the exclusion will not apply to that work to the extent that the Schedule says it is insured.

8.03 Explosives

This insurance does not cover liability arising directly or indirectly out of any blasting operation or the handling or use of explosives.

If the Schedule says that any of this work is insured, the exclusion will not apply to that work to the extent that the Schedule says it is insured.

8.04 Libel and Slander

This insurance does not cover liability arising out of libel or slander:

- (a) made before the beginning of the Period of Insurance; or
- (b) made by you or at your direction if you could reasonably have known that it was false or unlawful.

8.05 Loss of Use

This insurance does not cover liability for loss of use of any property that has not been physically lost or damaged resulting from:

- (a) any delay in or lack of your performance of Project work; or
- (b) any design defect; or
- (c) your failure to comply with any Project specification.

8.06 Penalties and Damages

This insurance does not cover liability for any:

- (a) aggravated or exemplary damages; or
- (b) any fine; or
- (c) any liquidated damages or other penalty imposed under the terms of any contract, warranty or agreement.

8.07 Personal Injury to Employees

- (a) This insurance does not cover liability for Personal Injury to any Employee arising directly or indirectly out of their employment in the Business.

- (b) This insurance does not cover any claim arising under worker's compensation legislation or under any industrial award or agreement or determination.

- (c) This insurance does not cover any claim that is also within the scope of compulsory workers' or workmen's compensation insurance, even if the compulsory insurance has not been taken out.

8.08 Pollution

This insurance does not cover:

- (a) liability arising directly or indirectly out of the discharge, dispersal, release or escape of any Pollutant; or
- (b) any cost incurred in removing, nullifying or cleaning up any Pollutant; or
- (c) any cost of preventing the escape of any Pollutant.

However, this does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- (d) that you neither expected nor intended; and
- (e) that took place in its entirety at a specific time and place.

'Pollutant' means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals or waste. 'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

8.09 Professional Advice

This insurance does not cover liability arising out of your giving or failing to give any professional advice for payment. Nor does it cover liability arising out of any error or omission in any such advice.

8.10 Project

This insurance does not cover liability for damage to any property insured under Section One of this Policy, nor damage to any property under construction on a contract site where you are, or have been, working and where damage results from work you have performed on that property. For the avoidance of doubt, Existing Structures are not considered to be property under construction.

8.11 Property in Care, Custody or Control

This insurance does not cover liability arising out of Property Loss:

- (a) caused to any part of property by work that you have done on that part;

- (b) to any Vehicle or any contractor's plant or tool or equipment hired, leased or loaned to you;
- (c) to any property owned by any of your relatives or by anyone who normally resides with you.

8.12 Schedule Items

This insurance only applies to items with a Limit of Indemnity set against them in the Schedule. This applies to liability under each of the following headings:

Public Liability;
 Products Liability;
 Vibration, Weakening or the Removal of Support;
 Property in Care, Custody or Control.

Items with no Limit of Indemnity set against them are excluded from cover, but the exclusion of cover headed 'Property in Care, Custody or Control' does not apply to buildings and other structures.

8.13 Specification, Formula or Design

This insurance does not cover liability arising directly or indirectly out of:

- (a) any design, plan, specification, formula or pattern that you provide for a fee; or
- (b) any error or omission associated with any such design, plan, specification, formula or pattern.

8.14 Specific Types of Project

This insurance does not cover liability arising directly or indirectly out of:

- (a) any excavation deeper than 10 metres;
- (b) any underground work, such as any tunnel, shaft or gallery;
- (c) work on any railway or tramline;
- (d) construction work on any canal, reservoir, dam or syphon;
- (e) construction work on any jetty, pier, wharf, marina, breakwater, and any other work in, on or over a permanent body of water;
- (f) directional boring of any hole greater than 50cm in diameter;
- (g) work in or around any airport or any aircraft landing area;
- (h) work in any oil, gas, chemical or petrochemical plant;
- (i) work on any Project predominantly for the installation or removal of scaffolding or formwork.

If the Schedule says that any of this work is insured, the exclusion will not apply to that work to the extent that the Schedule says it is insured.

8.15 Underground Services

This insurance does not cover liability arising from damage to any underground pipe or cable unless you can show that:

- (a) you obtained written details or plans of its position from the appropriate authority; and
- (b) using that detail or plan, you took reasonable care to locate the position of the pipe or cable; and
- (c) you took reasonable care, while working, to avoid contact or impact with the pipe or cable.

Reasonable care includes, where possible, following relevant State guidelines on safe work practice in that State.

8.16 Vehicles

This insurance does not cover liability directly or indirectly arising out of the use of any Vehicle that is:

- (a) required by law to be registered for road use; or
- (b) required by law to be insured for third party bodily injury liability.

However, where the Vehicle is unregistered (or is registered but the third party bodily injury liability insurance has been effected but does not apply) and is, at the time of Occurrence:

- (c) on or within 100 metres of a Project site;
- (d) within 100 metres of the place where it is normally stored;

this exclusion will not apply.

8.17 Vibration, Weakening or the Removal of Support.

This insurance does not cover liability arising out of the vibration, weakening or the removal of support of any property unless:

- (a) the work that weakened or removed the support was performed in strict accordance with plans and specifications for the work which were not provided by you; and
- (b) the work was carried out at the direction of a suitably qualified engineer which was not an Employee of yours; and
- (c) before the work was started, a condition or dilapidation report was made on the affected property.

8.18 Watercraft or Aircraft

This insurance does not cover liability arising directly or indirectly out of the ownership, use or operation of:

- (a) any Watercraft exceeding 10 metres in length; or
- (b) any Aircraft.

GENERAL EXCLUSIONS

(Applicable to both Sections One and Two).

9.00 The following exclusions apply to cover under both sections of the Policy.

9.01 Asbestos

This insurance does not cover any loss, damage, liability or cost connected in any way with asbestos, or with any product or material containing asbestos.

9.02 Demolition

This insurance does not cover any loss, damage, liability or cost arising out of any Project where the payment for demolition work exceeds 75% of the entire payment for that Project.

9.03 Electronic Data

This insurance does not cover any loss, damage, liability or cost arising in connection with Electronic Data. However, this does not apply to cover under Section One where the loss is a direct consequence of loss or damage to Insured Property.

'Electronic Data' means data that can be, or has been, distributed or stored by electronic, electrical or electro-mechanical equipment and includes programs, software and coded instructions for such equipment.

9.04 Fungus, Mildew and Mould

This insurance does not cover any loss, damage, liability or cost directly or indirectly connected with any type of biocontaminant, including but not limited to any kind of fungus and any substance produced by, emanating from, or arising out of any fungus.

9.05 Internet Operations

This insurance does not cover any loss, damage, liability or cost directly or indirectly caused by or arising from your Internet Operations.

'Internet Operations' means any of the following:

- (a) the use of any electronic mail system by you or by anyone else at your order or with your consent; or
- (b) access through your network to the World Wide Web or a public Internet site by you or

by anyone else at your order or with your consent; or

- (c) access to your internal company information and computing resources that is made available through the World Wide Web; or
- (d) the operation and maintenance of your web site.

This exclusion will not apply to liability arising out of any material reproduced on your web site that is already in print by a manufacturer in support of its products. However, the exclusion will apply to any other advice or information located on your website for the purpose of attracting customers.

9.06 Radioactive Contamination

This insurance does not cover any loss, damage, liability or cost directly or indirectly caused by, or contributed to, or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or
- (b) radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

9.07 Terrorism

This insurance does not cover any loss, damage, liability or cost of any nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other contributing cause or event.

For the purpose of this exclusion, 'Terrorism' means an act, including but not limited to the use or threat of force, or violence by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government 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 or put the public or any section of the public in fear.

This insurance also excludes any loss, damage, liability or cost 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 any act of Terrorism.

9.08 War

This insurance does not cover any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

GENERAL CONDITIONS

10.00 These conditions must be complied with before you become entitled to any benefit under this Policy. If you fail to observe any of them and the failure increases MECON's exposure to any insured loss, MECON may reduce the amount of your claim or decline to pay it altogether.

10.01 Admission of Liability

This condition applies to insurance under Section Two. Unless you have obtained MECON's prior written consent, neither you nor any of your Employees may:

- (a) admit liability or guilt in connection with any Occurrence; or
- (b) do anything that might be seen as an admission of liability or guilt unless permissible in law, or
- (c) settle any third party claim, even though it may be within the amount of the Deductible.

10.02 Alteration of Risk

You must immediately advise MECON of any alteration, addition, design or work methodology that differs from that previously disclosed to MECON.

10.03 Cancellation

The Policy may be cancelled:

- (a) by you at any time by giving notice to MECON in writing. The cancellation will take effect from the date MECON receives your notice. You will be entitled to a pro rata refund of premium for any unused Period of Insurance, less 20% for MECON's costs.
- (b) by MECON in accordance with the provisions of the Insurance Contracts Act 1984 and its amendments. You are entitled to a pro rata refund of premium for any unused Period of Insurance.

10.04 Claim Conduct

If any loss, damage or allegation of liability occurs that may give rise to a claim under this Policy, you must:

- (a) inform MECON of this as soon as you can;
- (b) if required by MECON, provide such written documents and information as MECON may require and, if asked, include verification of particulars on oath;
- (c) take all steps within your power to minimise the extent of loss, damage or liability;
- (d) preserve any property affected and make it available for MECON or its representatives;

- (e) inform the Police if the loss or damage has been caused by any malicious act, theft or other crime;
- (f) forward to MECON every letter, writ, summons and process in relation to your claim as soon as you receive it;
- (g) advise MECON in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim;
- (h) provide any assistance that MECON may reasonably require.

10.05 Fraud

If you make a claim that is fraudulent in any way, or if you collude with anyone in making a claim, MECON will have the right to cancel this Policy and may seek legal recourse against you.

10.06 Inspection

You must allow MECON or its representative to inspect any Insured Property and to audit any financial or other records relevant to this insurance at any reasonable time.

10.07 Reinstatement of Sums Insured

This condition applies to Section One only. Where a sum insured is reduced by payment of a claim, it will be automatically reinstated to its original amount. This will take effect from the time of the loss or damage. You may have to pay extra premium for the reinstatement at the original rate of premium.

10.08 Risk Management

Without exception, you and your Employees must:

- (a) fully comply with manufacturer's instructions; and
- (b) fully comply with all legal requirements and relevant work place authority regulations regarding safety, and maintenance of property, including but not limited to observance of the Occupational Health and Safety Act applicable in your State; and
- (c) ensure that any safety devices (including, but not limited to, load movement and overload indicators), where fitted or required to be fitted, are in place and fully operational at all times; and
- (d) take all reasonable steps to prevent incurring any loss, damage or liability; and
- (e) ensure that only suitably qualified operators are employed for the operation of plant and equipment and that suitably skilled workmen are employed to perform work.

10.09 Subrogation

If you have a right to recover your loss from any other party, then, on accepting liability under this Policy, MECON will be entitled to exercise that right in your name and to its own benefit. You must fully co-operate with MECON in exercising that right.

If MECON recovers an amount greater than the amount that MECON has paid in settlement of your claim plus related costs, MECON will pay the remaining balance to you.

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ENDORSEMENTS

Each of these endorsements will only apply if the Schedule says it applies. The endorsement then forms part of the Policy. It overrides anything in the Policy to the contrary. All terms of the Policy otherwise remain in full effect.

Appliances/Contents

Section One of this Policy does not cover any of the following:

- (a) Any white goods that are not shown on the original plans as being permanently wired or plumbed or fixed to the building. This does not apply to dishwashers.
- (b) Any home entertainment equipment, such as any television set, any radio and any device for recording or playing movies, music, games and the like.
- (c) Any household furniture.
- (d) Any artwork.

Contract of Sale Extension

Where the Project is subject to a contract of sale at the time of its Practical Completion, cover under Section One of this Policy will continue for up to thirty days; but it will end no later than the time at which the sale is completed. The time at which cover ends will then be deemed the time of Practical Completion for the purpose of cover under Section One. Loss arising out of any insured event during the extended period will be subject to the Deductible shown for this clause in the Schedule. If no such Deductible is shown, a Deductible of \$5,000 will apply. This clause has no effect on the end date of the Defects Liability Period which applied before the application of this clause.

Contractors and Subcontractors Insurance

This Policy extends to insure any of your contractors (which includes any of their or your subcontractors) involved in any Project as if they were you.

This endorsement applies:

- (a) where you have a written contractual obligation to provide the contractor with insurance as afforded by this Policy; and
- (b) the obligation was in effect before anything happened that could give rise to a claim involving the contractor; and
- (c) the value of the work performed by the contractor is included in your declaration of annual turnover. Alternatively, if the

insurance is on a Project Run-Off basis, in your estimated total value of all Projects that you expect to commence during the Policy Period; and

- (d) to engineering consultants and other consultants but only for loss, damage or liability resulting from manual activities they perform on the Project site.

This endorsement does not extend to insure any tools, plant or equipment belonging to, or loaned or hired by, the parties covered by this endorsement.

Cyclone Exclusion

Section One of this Policy does not cover any loss or damage caused by a named cyclone or associated rain depression.

Demolition and Debris Removal

This clause applies to property insured under Section One, Item 1.04 (Existing Structures). At the end of each working day, you must remove any demolition debris and other waste material from the structure and take it at least 20 metres away from any Existing Structure. Unless you do this, your insurance will not cover any fire damage to the structure.

Dewatering (Limited)

Section One of this Policy does not cover any of the following:

- (a) Any dewatering cost incurred because the amount of water was more than the initial Project design allowed for.
- (b) Any cost incurred for any facility to discharge or run-off underground water.
- (c) Any cost incurred for grouting or any other measure taken to stop water leaking into any excavation, foundation or basement.
- (d) Damage caused to any basement structure by ground-water pressure.

Despite anything in (a) to (c) above, however, this insurance covers the cost of dewatering where necessary to gain access to, and enable repairs to be carried out on, any completed section of the Project damaged by an insured event. The cover does not apply to the cost of any dewatering that was already being incurred at the time of the damage.

Dewatering (Total)

This Policy does not cover any loss, damage or cost associated with dewatering.

Erosion or Collapse

You must take reasonable precautions against the erosion or collapse of any slope, batter or other graded area. If you fail to do this, your insurance will not cover any cost of repairing erosion or collapse damage to that property, no matter how it may have been caused.

Existing Structures (Alterations)

Without limiting the generality of clause 10.08(d), where you are working on a structure that was permanently located on a Project site before the Project began; you must ensure that it is made waterproof at the end of each working day and at any time rain is forecast. If you fail to do this MECON will not pay any claim for consequent loss, damage or liability.

Existing Structures – Deletion of Average

The paragraph headed 'Average Clause' is deemed to be deleted from Section One Item 1.04 – Existing Structures.

Financier's Interests

The interest of any financier of the Project is noted in Section One of this Policy, but only to the extent of that interest. Before you become entitled to any claim proceeds, they will first be used to settle any financial obligation that you have with the financier.

Flood Exclusion

Section One of this Policy does not cover loss or damage caused by flood, being the inundation of normally dry land or property by rain or by water from any permanent body of water.

Heritage Buildings

Any claim payable for damage to heritage listed structures included in the sum insured for Item 1.04 will not exceed the cost of reinstatement using modern techniques and readily available materials from suppliers in Australia.

Misalignment of Piles

Section One of this Policy does not cover loss of or damage to any pile or casing:

- (a) resulting from an error in positioning, misplacement or misalignment of piles;
- (b) by the pile or group of piles or pile casings becoming jammed or obstructed;

- (c) that fails to pass any load bearing test or any other performance criteria;
- (d) nor to disconnected or declutched sheet piles or abandoned piles.

Partial Occupancy

The insurance on any part of a Project will not cease solely because the part is taken over and put to use before completion of the Project as a whole. However, this insurance will not cover any loss, damage or liability caused by or arising out of that use or any preparation for that use.

Period of Insurance (Extended)

Where the insurance on any part of a Project ends sooner than it ends for the Project as a whole, cover will continue on that part until the end of the Period of Insurance for the whole Project. However, the cover on that part will only apply to loss or damage resulting from the performance of work on the Project.

Pipelines and Trenches

Subject to the additional exclusions set out below, Section One of this Policy covers loss of or damage to any incomplete pipeline or trench and any pipe, duct or cable laid in any such trench. However, this only applies to any trench or pipeline up to the maximum length or value specified for Pipelines and Trenches in the Schedule.

Additional Exclusions

The insurance under this clause does not cover:

- (a) the cost of reinstating the property following subsidence of backfill regardless of the cause;
- (b) the cost of clearing and cleaning pipes whose ends have not been sealed on completion of work on them for the day to prevent entry of water or debris;
- (c) the cost of reinstating pipes or ducts displaced by water unless, on completion of work on them for the day, they have been secured by backfill placed in such a way as to counteract pipe or duct buoyancy.

Pools

Section One of this Policy does not cover damage to any pool lining by heaving or displacement caused by ground movement or groundwater pressure.

Cover under Section Two for liability arising in connection with pool construction is subject to the following special conditions:

- (a) Any excavation left unattended in a residential area must be kept constantly drained.
- (b) Any excavation reasonably accessible to the public, including but not limited to young children, must be adequately fenced or hoarded-off when unattended.
- (c) Any pool, spa or excavation must be surrounded by fencing in compliance with all pertinent regulations whenever they are left unattended with water in them.

The Section will not cover liability for any Personal Injury that directly or indirectly results from your failure to comply with these conditions.

Road Works

Section One of this Policy does not insure any unsealed road that exceeds the maximum length or value specified for Road Works in the Schedule. A road is deemed to be unsealed if it does not have at least one application of a weatherproof substance.

Testing and Commissioning

Section One of this Policy does not cover damage to any machinery caused by its operation or test loading beyond the Testing and Commissioning period specified in the Schedule.

Tunnels, Shafts and Declines

The exclusion of underground work, such as any tunnel, shaft or gallery, is deemed to be deleted.

In relation to Projects that include such underground work, Section One of this Policy covers the following costs:

- (a) Cost of replacing previously installed grouting, lining, crib, set or other support that has been lost or damaged.
- (b) Cost of additional permanent linings, cribs, sets or other supports where necessary to reinstate previously completed sections of the Project that have been lost or damaged. However, this does not include the cost of lining, cribs, sets or other supports that would have been incorporated into the Project to deal with any physical ground conditions surrounding the Project had the condition been detected or anticipated at the time of the original construction planning.
- (c) Cost of removing collapsed ground material where necessary to gain access to the

damage and to provide a clear working area for repairs to previously completed sections of the Project.

- (d) Cost of dewatering where necessary to gain access to the damage and to provide a clear working area for repairs to previously completed sections of the Project (whether damaged or undamaged) following loss or damage. The cover is only granted up to the daily cost of dewatering being incurred immediately before the loss or damage.

However, Section One of the Policy does not cover:

- (e) any cost associated with any tunnel, shaft, decline or gallery that is not constructed in accordance with the International Code of Practise for Tunnelling Works;
- (f) cost of grouting unsound earth or rock strata;
- (g) cost of any measure to control water inflow;
- (h) cost of removing excavation material in excess of the minimum excavation line provided in the plans;
- (i) cost of dewatering;
- (j) cost of any facility for discharging run-off or underground water;
- (k) cost of refilling cavities that result from overbreak;
- (l) loss or damage due to failure of the dewatering system if the failure could have been avoided through use of sufficient stand-by facilities.

Usual Action of the Sea

Section One of this Policy does not cover loss or damage resulting from normal action of the sea.

Normal action of the sea means the usual behaviour of the sea at the Project site at the time of year corresponding to the time of loss or damage with regard to:

- (a) tidal movement;
- (b) currents, whether tidal or otherwise caused;
- (c) wave action, whether wind or tide driven;
- (d) sediment transport; or
- (e) any other usual behaviour patterns of the sea experienced at corresponding times.

In determining this usual action, weather records for the same month corresponding to the month of the loss or damage will be reviewed for the previous ten years using records from the area.

If the action of the sea that caused the loss or damage has not occurred in any corresponding period during the previous ten years, then the loss or damage will be insured.

Vegetation

Section One of this Policy does not cover loss of or damage to vegetation caused by any disease, pest, vermin, lack of water, excess-water, lack of nutrient, or lack of proper care.

Welding and Hot Work

This Policy does not cover loss or damage resulting directly or indirectly from heat-producing equipment such as welders, metal or masonry cutters or grinders unless the following precautions have been taken:

- (a) Where the operator's view is obstructed or impaired by any device, such as a visor or spark shield, another person must be standing-by to watch for incipient fire.
- (b) Adequate fire fighting equipment and extinguishing agents must be readily at hand, together with a sufficient number of workmen on site trained in their use.
- (c) Combustible materials must be located a safe distance away from the area where the equipment is being used. Any materials that cannot be moved must be protected by overlapping sheets of non-combustible material.
- (d) If practical, the area where the equipment is to be used must be damped
- (e) Any flammable gas-line in the vicinity of the operation must be disconnected and purged of gas.
- (f) Glass must be located a safe distance away from the area where the equipment is being used. Any glass that cannot be moved must be protected by overlapping sheets of non-combustible material.
- (g) About an hour after use of the equipment has ceased for the day, the area in the vicinity of the work, including floors above and below, the other side of walls and ducts, voids and conduits, must all be examined.

World-Wide Travel

Where any of your Australian domiciled directors or Employees temporarily visits any place outside the Territorial Limit, the Territorial Limit for Section Two of the Policy will be extended to include that place. However, this only applies to liability arising out of Occurrences in connection with the Business.

Cover under this endorsement does not apply to Occurrences in the United States of America or Canada if you have any branch or subsidiary operation there.

Cover under this endorsement does not apply to liability arising out of:

- (a) any work performed in, on, or in connection with any Product;
- (b) the ownership, possession, control, maintenance or use of any Vehicle or Watercraft.

Where liability covered by this endorsement arises from any Occurrence in the United States of America or Canada, the Limit of Indemnity is the most that MECON will pay in the aggregate for the Policy Period.

For the purpose of this endorsement, the United States of America and Canada include any territory under their jurisdiction.

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IMPORTANT INFORMATION

Contacting Us And Confirming Transactions

You can contact MECON by:

Telephone: (02) 9252 1040
E-mail: customerservice@mecon.com.au
By Post: PO Box R1789
Royal Exchange NSW 1225

If you need confirmation of any of the Policy details please contact MECON.

Disputes

If a situation arises where you feel MECON are not listening to you, or you are dissatisfied with our service and have a complaint, we want to know about it.

The first step

Please contact MECON's service staff. If you prefer, address the matter in writing to:

Customer Service
MECON Insurance Pty Ltd
PO Box R1789
Royal Exchange NSW 1225

The Customer Service team is trained to respond to your concerns efficiently and professionally. If they are not able to resolve the matter to your satisfaction, they will request that their Supervisor or Manager address your concern.

The next step

If your concern has not been resolved to your satisfaction by MECON's Customer Service personnel and you would like to take your complaint further please contact MECON's Managing Director. Depending upon the nature of the complaint, the Managing Director may direct the complaint to MECON's Dispute Committee or to an insurance company who is involved with your cover.

You will be notified of MECON's decision within fifteen working days of us receiving notice of the dispute.

If your Dispute is still not resolved to your satisfaction MECON will help you refer the matter to the appropriate forum to enable you to obtain an external review of our decision.

Duty Of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to

the insurer every matter that you know, or could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. (The information you provide on the Proposal Form forms a part of such matter).

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of the matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows or, in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Utmost Good Faith

The law obligates all parties to a contract of insurance to act towards each other in 'utmost good faith.

The result is that all material facts within the knowledge of the parties must be disclosed, otherwise the party to whom disclosure should have been made may avoid the contract. The main implications from the duty of utmost good faith for an insured include:

- Fulfil your duty of disclosure
- Make honest statements in the proposal form
- Fulfil the requests of the insurer

MECON are obliged to:

- settle claims quickly
- have a genuine reason to refuse claims
- disclose restrictions in the Policy.

Failure to act with the utmost good faith may prejudice any claim you have or the continuation of this contract of insurance.

Privacy

MECON uses personal information you have provided to administer your insurance. MECON are committed to protecting your personal information in accordance with the National Privacy Principles. MECON's privacy policy can be viewed at www.mecon.com.au or a copy can be obtained by phoning: (02) 9252 1040. MECON will not share any of your personal information unless:

- The law requires
- MECON consider that your adviser (if you have one) needs the information, or if
- MECON or someone in a related company needs it to send you promotional material.

MECON will never sell your personal information.

If you do not want to receive information on any of MECON's new products or services you can tell us on your proposal form or by e-mailing our privacy officer at

customerservice@mecon.com.au. Alternatively just contact MECON anytime and let us know that you do not want to receive information on any of our new products or services.

If you think MECON's records are wrong or out of date, particularly your contact details, it is important that you contact us and we will correct them. You may reasonably access the personal information MECON hold about you. If you would like to do so, please contact MECON.

Terrorism Insurance Act 2003

The Commonwealth Government established the Australian Reinsurance Pool Corporation (ARPC) in response to increasing concerns over terrorism. The ARPC is a statutory corporation established under the *Terrorism Insurance Act 2003* to offer reinsurance for terrorism risk in Australia.

The *Terrorism Act 2003* renders terrorism exclusion clauses in eligible insurance contracts ineffective in relation to loss or liabilities arising from a declared terrorist incident affecting eligible property located in Australia. If the loss is as a result of a terrorist act then the Treasurer will be responsible for paying your claim in accordance with the Policy terms and conditions.

The requirements of the Act are compulsory and under the present terms of the scheme insurers are required to submit to ARPC a percentage of the premium you pay.

If you require further information on the scheme please contact MECON, your insurance adviser or the ARPC.

Your Cooling Off Rights

You can return the Policy to us within 14 days of the commencement of your insurance. This date is documented on your [Schedule](#). If we receive your written request to cancel the Policy within the 14 day period we will give you a full refund (less any taxes or duties payable that we are unable to have refunded).

You cannot return the Policy where, before the 14 day period ends, you have exercised or at any stage exercise, any of your rights or powers under the Policy (e.g. you have made a claim). After the cooling off period ends you continue to have cancellation rights under the Policy. These rights are set out on page 13 (item 10.03) of this document.

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