

# Single Project Policy



## ABOUT MECON INSURANCE PTY LTD

MECON Insurance Pty Ltd (MECON) A.B.N. 29 059 310 904 and AFSL No. 253106 has established a professional insurance service specialising in providing insurance solutions for construction project activities and contractors' plant and equipment operation projects. MECON offers a range of easily understood policies and extensions that are available to meet your requirements.

If you would like any further information about MECON, please visit our website [www.mecon.com.au](http://www.mecon.com.au) or contact our staff at [customerservice@mecon.com.au](mailto:customerservice@mecon.com.au) or by phoning (02) 9252 1040.

MECON administers this Policy on behalf of AIG Australia Pty Ltd as its agent.

## ABOUT THE INSURER

This insurance is issued/insured by AIG Australia Limited (AIG) ABN 93 004 727 753, AFSL 381686, Level 19, 2 Park Street, Sydney, NSW 2000.

AIG issues/insures this product pursuant to an Australian Financial Services Licence granted to them by the Australian Securities and Investments Commission.

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. (AIG Inc.) AIG Inc. is a leading international insurance organisation serving customers in more than 100 countries and jurisdictions. AIG Inc. companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG Inc. companies are leading providers of life insurance and retirement services in the United States. AIG Inc. common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

## GENERAL INFORMATION

### 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, we will insure you during the Period of Insurance in the manner and to the extent specified in the Policy.

The insurance coverage provided by the Policy takes in to account the answers provided in the Proposal Form or disclosed elsewhere to us at the time this insurance was

arranged. These answers and disclosures are called 'material facts'. Should you wish to alter a material fact, you must do so in writing and the alteration will only apply if we write to you and confirm that the alteration is acceptable.

### Headings

The headings of clauses in this Policy are for reference purposes only. No specific meaning can be placed on any heading.

### 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 (Cth)
- *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth)
- *Terrorism Insurance Act 2003* (Cth)
- General Insurance Code of Practice

Please also refer to Important Information.

### Your Insurance Policy Information

Your insurance Policy is made up of:

- this document.
- the Schedule (this also tells you who the insurer is).
- any endorsement or notice we give you in writing.
- information supplied to us in submissions made by you or your insurance broker, whether verbal or in writing.

### Your Responsibilities

The *Insurance Contracts Act 1984* (Cth) requires:

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

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

### Notice to retail clients

If you are a retail client under the *Corporations Act 2001* (Cth), this document forms part of the Product Disclosure Statement for this insurance product. You should read this document with the Combined Product Disclosure Statement & Financial Services Guide for Single Project document provided to you at the same time as this document.

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## GLOSSARY OF TERMS

Please read this Glossary first. It will help you to understand the Policy. Defined terms appear (as shown below) throughout the Policy wording.

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

**Business** means performance and administration of the Project to which this insurance applies. It also includes incidental operations such as the occupation of premises by you (whether or not you own the premises); the operation of any canteen or other facility for the benefit of Employees; internal first aid services; fire brigade services and private work undertaken by Employees for any director or senior executive of yours.

**Deductible** means the amount shown in the Schedule or elsewhere in the Policy which will be deducted from the amount payable to you or a third party (whichever the case may be), in accordance with the Policy.

**Defects Liability Period** means the lesser of the Maximum Defects Liability Period shown in the Schedule and the period specified in the contract for the Project. During the defects liability period, cover under Section One of the Policy is limited to loss or damage that originates from a cause that happens to the Project

- while you are rectifying defects and /or
- during the construction work at the Project site.

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 cause 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.

**Insurer** means AIG Australia Pty Ltd ABN 93 004 727 753 and AFSL No. 381686.

**Major Hazard** means loss or damage resulting from fire, Storm, Flood, rain, water, landslip, erosion, earthquake, volcanic action, tsunami, subsidence or collapse.

**Market Value** means 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 MECON Insurance Pty Ltd [ABN. 29 059 310 904 AFSL No. 253106].

**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** means period shown as such in the Schedule, except it does not begin until the Project starts and it does not continue after Practical Completion. The Defects Liability Period (if applicable) will then follow.

Notwithstanding the above, for Section One, 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 immediately follow.

**Personal Injury** means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury;
- b. false arrest, false detention, wrongful imprisonment, humiliation or malicious prosecution;
- c. defamation;
- d. wrongful entry or wrongful eviction or other invasion of privacy; or
- e. assault not committed by you or at your direction, unless committed for the purpose of preventing or eliminating danger to people or property.

**Policy** means this document including the Schedule and any endorsement or notice we give you in writing and any information supplied to us in submissions made by you or your insurance broker, whether verbal or in writing.

**Practical Completion** means:

- a. for all Projects other than “owner builder” Projects, the stage when a Project is formally accepted by its owner, or the principal named as such in any contract, as being complete; and
- b. up to 90 days after such owner or principal formally accepts the Project as complete, but only if:
  - i. your contract requires this; or
  - ii. ownership of the Project has not formally transferred.

For “owner builder” Projects, Practical Completion means:

- a. the date when the Period of Insurance ends as shown in the Schedule; or
  - b. the date “home insurance” or similar is effected on the building which is the subject of the Project;
- whichever occurs first.

**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 the project covered by this insurance. Depending on context, it includes the performance of work on the project and all property and labour incorporated or to be incorporated in the completed project.

For the avoidance of doubt, a ‘project covered by this insurance’ is one having a Project Value up to, but not exceeding, the aggregate sums insured for Items 1.02 (Maximum Project Value) and 1.06 (Variations and Escalations).

**Project Value** means the contract price or, if the work is not performed under contract, the cost that would reasonably have been incurred at commercial rates had the work been performed under contract.

**Property in Care, Custody and Control** means the whole of the property not owned by you which its third party owner has entrusted to you to have physical control over and safe-keep and be responsible for whilst it is so entrusted to you.

**Property Loss** means:

- a. physical loss of or damage to tangible property; and/or
  - b. loss of use of tangible property (whether or not accompanied by physical loss or damage);
- resulting from an Occurrence.

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

**Schedule** means schedule of cover attaching to and forming part of this Policy.

**Territorial Limit** means 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 made or intended to float or travel on, through or under water.

**we, us, our** means MECON acting as agent for the Insurer.

**you/your** means you in your capacity as the insured entity specified as the “Insured” in the Schedule and other entities which are included elsewhere in the Policy.

Section One of this Policy also insures the principal named as such in any contract for the performance of the Project, but only to the extent of its joint interest in the Project. Accordingly, ‘you’ also means the principal 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 as such within the scope of their duties;
- b. the principal named as such in any contract for the performance of the Project, but only for its liability as principal arising out of the 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.

Liquidators, receivers, administrators and the like are not insured under this Policy and neither is any entity in liquidation, receivership, administration or which has ceased trading or which has been wound-up.

Note: We will not exercise our rights to recover off you. This is sometimes referred to as our “subrogation rights”.

## SECTION ONE

### MATERIAL DAMAGE

#### Insurance Provided

##### 1.00 Insuring Clause

We will indemnify you for physical loss or damage to any property insured, within the Territorial Limit and during the Period of Insurance which will include:

- a. construction works; and
- b. testing and commissioning cover; and
- c. defects liability cover (if applicable); and
- d. transit and off-site storage of Project materials.

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, our liability will not exceed the sum insured on the lost or damaged property.

##### 1.01 Sums Insured, Insured Property and Insured Costs

Items 1.02 to 1.12 describe components of the total sum insured and include reference to special conditions related to the sums insured.

#### Additional Benefits

Following damage indemnified under clause 1.00, we will indemnify you up to the sums insured shown in the Schedule for costs and expenses incurred by you for Items 1.02 to 1.12.

##### 1.02 Maximum Project Value

This Item covers the Project Value. It covers all of the property and labour whose value is included in the Project Value. This sum Insured is shown in the Schedule.

##### 1.03 Principal Supplied Materials

This Item covers materials and components supplied by the principal (the value of which is not included in the Project Value). This sum insured is shown in the Schedule.

##### 1.04 Existing Structures

This Item covers any structure, described in the Schedule, which was permanently located on the Project site before the Project work commenced. This sum insured is shown in the Schedule.

##### 1.05 Contractor's Plant, Tools and Reusable Equipment

This Item covers plant, tools and reusable equipment such as formwork, hoardings, scaffolding and temporary buildings. This includes any plant, tools and reusable equipment for which you are responsible. This sum insured is shown in the Schedule.

##### 1.06 Variations and Escalation

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

Unless a different sum insured appears in the Schedule for this Item, the sum insured will be deemed equal to 20% of the sum 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

This Item covers the necessary cost of demolishing Project work 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

This Item covers professional fees necessarily incurred in reinstating damaged property insured 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

This Item covers the extra cost of expediting the reinstatement of property insured 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 for 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/ Temporary Protection Costs

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.

##### 1.11 Leak Search and Repair Costs

This Item covers the cost of searching for and repairing leaks in damaged pipelines, but only where the damage falls within the scope of cover under this Policy.

Cover under the Item shall be limited to the cost of:

- a. searching for and locating leaks, including the cost of excavation for that purpose;
- b. effecting repairs; and
- c. replacing the excavated material.

The most that we will pay for these costs in total for the Period of Insurance is the sum insured shown in the Schedule for this Item. If no such sum is shown, the most that we will pay for these costs in total for the Period of Insurance is \$200,000 in the aggregate

##### 1.12 Claims Preparation Costs

This Item covers the costs necessarily incurred by you in the preparation of any claim data and the like requested by us. The most that we will pay for these costs is \$10,000 for each claim.

### 1.13 Reinstatement of Sums Insured

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.

### 1.14 Testing and Commissioning

This Item covers loss or damage occurring during any testing and/or commissioning operations, or pre-commercial operational running, or trial operations to new electrical and mechanical equipment for a period not exceeding four weeks, unless a greater period is specified in the Schedule. In any event, the testing and commissioning period will not exceed the duration specified in the contract for the Project.

## How Premium is Calculated

2.00 Premium is calculated as shown in 2.01 to 2.05 below.

2.01 A deposit premium will be calculated by applying the rate of premium to the estimated Project Value to be insured.

At the end of the Period of Insurance, you must complete a declaration form confirming the total Project Value. If this is greater than the estimated Project Value, the premium will be adjusted on the difference up to but not exceeding the sum insured for Item 1.06. 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 foregoing.

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

2.03 Premium for cover under Items 1.07, 1.08, 1.09, 1.10, 1.11 and 1.12 is included in the premium specified in Item 2.01. Reducing any automatic sum insured under these Items will not reduce the premium.

2.04 Premium is not initially charged for cover under Item 1.06. It is adjusted at the end of the Period of Insurance in accordance with Item 2.01.

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

## Basis Upon Which Claims are Paid

3.00 For insured Property, other than plant, tools and reusable equipment insured under Item 1.05, we will pay the cost of reinstating the property insured to a condition the same as but not better than its condition immediately before the loss or damage with allowance for any Deductible.

We will not pay more than the sum insured on any lost or damaged property and, although the total Project Value must be declared at the end of the Period of Insurance (see Item 2.01 above), the sum insured shown in the Schedule at the time damage happens will be used to adjust the claim for that damage.

3.01 Where property insured has been destroyed and you have been indemnified for the loss of its value, any remaining salvage value of that property will belong to us.

3.02 If the loss or damage happens to plant, tools and reusable equipment insured under Item 1.05, payment will be based on the lesser of the Market Value of such property insured and the cost of repair unless such property is not more than 24 months past its purchase date when new, in which case we will pay the lesser of the current new replacement value of such property or the cost to repair such property.

3.03 Loss resulting from earthquake, fire, water, rain, landslip, erosion, subsidence, collapse, Storm or Flood during any period of ninety-six consecutive hours will be deemed one loss for the purpose of applying a Deductible. You may choose the time at which a 96-hour period commences, but no two periods may overlap.

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

'Flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- a. any lake, or any river, creek, or other natural watercourse, whether or not altered or modified; or
- b. any reservoir, canal or dam.

3.04 Where you have effected separate "marine cargo insurance", it is agreed that in the event of damage to property insured being discovered after the marine voyage has terminated under such marine cargo insurance, and if after proper investigation it is not possible to ascertain whether such damage happened prior to the termination of the marine voyage, or subsequently; it is understood and agreed that we will contribute 50% of the properly adjusted claim, provided that the marine cargo insurers also agree to contribute 50% of the claim. Such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between us and the marine cargo insurers in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the Deductible under this Policy being different from the deductible/excess under the marine cargo insurance policy, in settling claims as described above, each insurer shall deduct 50% of its deductible/excess from its 50% share of the adjusted claim.

3.05 Where the property insured is lost through total destruction, but the foundations are not destroyed, and due to the exercising of statutory powers and/or delegated legislation and/or authority by Government Department, Local Government or any other Statutory Authority reinstatement of the Project has to be carried out upon another site, then the abandoned foundations will be deemed to be lost too.

3.06 This insurance does not cover the cost of any modification or improvement made to property insured during its reinstatement following damage.

## 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 forming part of the Project; or
- b. any plant, tools or reusable equipment;

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 if no physical building work has been carried out on it for more than sixty consecutive days unless, prior to or during the sixty days, you have notified us that you require cover to continue and you have received our written acceptance of extended cover.

#### 4.03 Consequential Loss

This insurance does not cover consequential financial 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

This insurance does not cover loss of or damage to and the cost necessary to replace, repair or rectify:

- a. any component part or individual item of property insured which is defective in design plan specification materials or workmanship; or
- b. property insured lost or damaged to enable replacement repair or rectification of property insured excluded by a. above.

Note: a. above shall not apply to other parts or items of property insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion, property insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the property insured or any part thereof.

Despite anything in this exclusion to the contrary, the cost of removal and disposal of undamaged parts of the Project necessary to enable the damaged parts of the Project to be replaced, repaired or rectified are covered up to \$50,000 for any one claim event.

#### 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, money, stamps, securities or cheques. For the avoidance of doubt, loss of money includes that money paid to a supplier for services, goods or materials which the supplier fails to supply to you, unless the cause of non-supply is sudden and accidental physical damage to such goods or materials.

Despite this exclusion, costs (including overtime working or research) in re-writing or re-drawing or re-creating plans and drawings or other contract documents or data including computer data as a result of loss and/or damage are covered by the Policy. Unless another amount is shown in the Schedule, the maximum amount payable for these Items is \$20,000.

#### 4.08 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 of any description unless a sum insured is shown for it in Item 1.05.

#### 4.09 Wear and Tear, Corrosion and Deterioration

This insurance does not cover the cost of repairing or replacing any part due to:

- a. its wear and tear; or
- b. any corrosion or oxidation of that part howsoever caused; or
- c. deterioration of any part that is due to lack of use or normal atmospheric conditions.

## SECTION TWO

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### PUBLIC LIABILITY

#### Insurance Provided

##### 5.00 Insuring Clause

We 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.

5.01 We will also indemnify you for the following costs, but only if they are incurred by us or with our consent - which will not be unreasonably withheld. Cover for these costs is in addition to the limit of Indemnity shown in the Schedule.

- a. Defence and associated costs incurred in connection with any liability or allegation of liability to which this insurance applies even if the allegation is groundless, false or fraudulent. This includes bringing or defending appeals in connection with such liability.
- b. The cost of temporary repairs undertaken to prevent any immediate threat of Property Loss or Personal Injury.
- c. Legal costs incurred at any coronial inquest or inquiry.
- d. The costs of rendering first aid, surgical or medical relief at the time of any Personal Injury.
- e. The costs necessarily incurred by you in the preparation of any claim data and the like requested by us. The most that we will pay for these costs is \$20,000 for each claim.

Cover for these costs is in addition to the Limit of Indemnity shown in the Schedule.

#### Limit and Type of Liability

6.00 Except where stated to the contrary, and subject to Items 5.00 and 5.01, our liability under each of the following Items will not exceed the Limit of Indemnity shown in the Schedule for that Item.

#### 6.01 Public Liability

Apart from the costs covered by Item 5.01, the Limit of Indemnity under this Item is the most that we will pay for all costs and liability arising out of an Occurrence. The limit is available in full for each Occurrence.

#### 6.02 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 we will pay for the aggregate of liability and costs arising out of all Personal Injury and Property Loss during the Period of Insurance.

#### 6.03 Property in Care, Custody and 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 and Control. It is the most that we will pay for the aggregate of liability and costs arising out of all Personal Injury and Property Loss during the Period of Insurance.

### How Premium Is Calculated

7.00 Premium is calculated as shown in 7.01 to 7.02 below.

7.01 For cover under Item 6.01 a deposit premium will be calculated by applying the rate of premium to the estimated Project Value.

On expiry of the Period of Insurance, you must complete a declaration form clarifying the actual Project Value. If this is greater than the estimated Project Value, the premium will be adjusted on the difference. The additional premium will then be payable by you.

7.02 For cover under Items 6.02 and 6.03, 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 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.

#### 8.02 Contract or Agreement

This insurance does not cover liability that you have assumed under any contract or agreement requiring you to:

- a. effect insurance over property, either real or personal; or
- b. accept liability for Personal Injury or Property Loss regardless of fault.

However this does not apply to:

- i. liabilities that would have been implied by law in the absence of such contract or agreement; or
- ii. liabilities assumed under incidental contracts; or
- iii. terms relating to merchantability, quality, fitness or care of Products which are implied by law or statute; or
- iv. liabilities assumed under construction contracts; or
- v. liabilities assumed under contracts shown on the Schedule.

“Incidental contracts” means any rental or lease agreement, any written contract with any authority (or entity) for the supply of electricity, fuel, gas, air, steam, water or sewerage reticulation or other essential services, or with any railway authority for the unloading and / or transport of material, including contracts relating to the operation of railway sidings. It does not include contracts in connection with work done for such authorities or entities.

#### 8.03 Defamation

This insurance does not cover liability arising out of defamation:

- 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.

#### 8.04 Demolition

This insurance does not cover liability arising directly or indirectly out of demolition work on any structure over 15 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.

#### 8.05 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.

#### 8.06 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.

#### 8.07 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.

#### 8.08 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 workers' compensation legislation or under any industrial award or agreement or determination.
- c. This insurance does not cover any claim that is within the scope of compulsory workers' compensation insurance, even if the compulsory insurance has not been taken out.

#### 8.09 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 exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- i. that you neither expected nor intended; and
- ii. that took place in its entirety at a specific time and place.

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

#### 8.10 Products Liability

This insurance does not cover liability arising out of a Product.

#### 8.11 Professional Services

This insurance does not cover liability arising out of:

- a. your giving or failing to give any professional advice; or
- b. any design, plan, specification, formula or pattern that you provide for a fee; or
- c. any error or omission associated with any such advice, design, plan, specification, formula or pattern.

This exclusion will not apply to liability for

- i. Personal Injury or Property Loss arising out of a breach of duty under a., b. or c. above; or
- ii. arising out of advice which is not given by you for a fee.

#### 8.12 Project

This insurance does not cover liability for Property Loss to any property:

- a. under construction on a site where you are or have been working, or
- b. that is insured under Section One of the Policy, or
- c. that is a Product.

For the avoidance of doubt, structures that were used or occupied prior to any work (by you or by any others) commencing on the site do not constitute such property unless they are included in the Schedule for Section One.

#### 8.13 Property in Care, Custody and Control

This insurance does not cover liability for any Property in your Care, Custody and Control arising out of Property Loss caused:

- a. to the part of that property by work that you have done on that part. However, this Item a. does not apply to damage to property, materials or goods not belonging to you but in your Care, Custody and Control whilst on hook or whilst being lifted, lowered, positioned, re-positioned, located or re-located by means of a crane or any other similar mechanical lifting device. Further, the indemnity available for such damage to property will be that shown in the Schedule for Item 6.03 (Property in Care, Custody and Control); or

- b. to any Vehicle with a Market Value greater than \$100,000; or
- c. to any property owned by any of your relatives or by anyone who normally resides with you.

For the avoidance of doubt, exclusion 8.16 (Vehicles) applies to any Vehicle.

#### 8.14 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; 1 and
- Vibration, Weakening or the Removal of Support; and
- Property in Care, Custody and Control.

Items with no Limit of Indemnity set against them are excluded from cover.

#### 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.

#### 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 meters of the site where it is, or has been working; or
  - d. within 100 meters of the place where it is normally stored;
- this exclusion will not apply.

#### 8.17 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

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

#### 9.01 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 property insured.

‘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.

#### 9.02 Fungus, Mildew and Mould

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

#### 9.03 Insurance Sanctions

If, by virtue of any law or regulation which is applicable to us, our parent companies or our ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to you is or would be unlawful because it breaches an applicable embargo or sanction, we will provide no coverage and have no liability whatsoever nor provide any defense to you or make any payment of defense costs or provide any form of security on your behalf, to the extent that it would be in breach of such embargo or sanction.

#### 9.04 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.

#### 9.05 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.

#### 9.06 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.

#### 9.07 War

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 or in 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 The following General Conditions apply to the Policy. The General Conditions impact the way the Policy works and if you fail to fulfil your obligations under them it may have an adverse effect on the cover provided to you under the Policy.

#### 10.01 Admission of Liability

This condition applies to insurance under Section Two. Unless you have obtained our 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 us of any alteration, addition, design or work methodology that differs from that previously disclosed to us.

#### 10.03 Cancellation

The Policy may be cancelled:

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

Because it is no longer the business we agreed to insure, the Policy will automatically be cancelled from the time your business is wound up or carried on by a liquidator, receiver, administrator or is permanently discontinued.

#### 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 us of this as soon as you can; and
- b. provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
- 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 us or our representatives; and
- e. inform the Police if the loss or damage has been caused by any malicious act, theft or other crime; and
- f. forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
- g. advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim; and
- h. provide any assistance that we may reasonably require.

#### 10.05 Cross Liability

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).

#### 10.06 Fraud

If you make a claim that is fraudulent in any way, we will have the right to cancel this Policy and may seek legal recourse against you.

#### 10.07 Inspection

You must allow us or our representative to inspect any property insured and to audit any financial or other records relevant to this insurance at any reasonable time.

#### 10.08 Subrogation

If you have a right to recover your loss from any other party, then, on accepting liability under this Policy, we will be entitled to exercise that right in your name and to its own benefit. This is called 'subrogation'. You must fully co-operate with us in exercising that right. If you are the other party, we will not exercise subrogation against you as long as you have not forfeited your right to indemnity under this Policy.

## IMPORTANT INFORMATION

### Contacting Us and Confirming Transactions

You can contact MECON by:

Telephone: (02) 9252 1040  
 Fax: (02) 9252 1050  
 E-mail: [customerservice@mecon.com.au](mailto: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 we are not listening to you, or you are dissatisfied with our service and have a complaint, we want to know about it. Both we and the Insurer are committed to handling any complaints about our products or services efficiently and fairly.

#### *The first step*

Any enquiry or complaint relating to this insurance should be referred to MECON in the first instance. Please contact MECON's staff. If you prefer, address the matter in writing to: *MECON Insurance Pty Ltd PO Box R1789 Royal Exchange NSW 1225* or by emailing *customerservice@mecon.com.au*

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*

You will be notified of MECON's decision within 15 working days of us receiving notice of the complaint. If we need more information or more time to respond properly to your complaint, we will contact you to agree an appropriate timeframe to respond. Provided we have the information needed, this review will be completed within 15 business days.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you can contact the Insurer on their dedicated complaints line – 1800 339 669 and/or in writing to:

Head of Compliance, AIG, Level 12, 717 Bourke Street, Docklands VIC 3008.

If your complaint is not satisfactorily resolved, you may request that the matter be reviewed by the Insurer's Internal Dispute Resolution Committee ('Committee') by writing to the person who signed the response letter or alternatively, you can contact the Insurer on their dedicated complaints line – 1800 339 669 and request to be referred to the Chairperson of IDRC. The Insurer will respond to you with the Committee's findings within 15 (fifteen) working days. You can also write directly to the Chairperson of the IDRC at the following address:

The Chairperson IDRC, AIG, Level 12, 717 Bourke Street, Docklands VIC 3008.

If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, the Financial Ombudsman Service. This external dispute resolution body can make decisions with which the Insurer is obliged to comply. Contact details are:

Financial Ombudsman Service Australia  
 GPO Box 3 Melbourne VIC 3001  
 Telephone: 1800 367 287  
 Fax: (03) 9613 6399  
 Web: [www.fos.org.au](http://www.fos.org.au)  
 Email: [info@fos.org.au](mailto:info@fos.org.au)

### Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- We waive your duty to tell us about.

### Financial Claims Scheme

This Policy is covered by insurance companies authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on any general insurance business in Australia by the Australian Prudential Regulation Authority (APRA). The insurance companies are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by these insurers are met within a stable and efficient financial system.

Because of this, the protection provided under the Financial Claims Scheme legislation applies in relation to the insurance companies and the Policy. In the event of insolvency of the insurer, a person entitled to claim insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 558 849.

### General Insurance Industry Code of Practice

The Insurer is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the General Insurance Code of Practice are available upon request.

### GST

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation. Taxable Percentage (TP) is your entitlement to an ITC on the premium expressed as a percentage.

The premium for this Policy includes an amount of GST. You must advise your correct Australian Business Number and TP to MECON. Any GST liability resulting from incorrect advice is payable by you. When we pay a claim, your GST status will determine the GST amount we pay.

When you are not registered for GST, the sums insured and limits of liability in the Policy include GST and we will pay your claims inclusive of GST. When you are registered for GST, the sums insured and limits of liability in the Policy exclude GST and we will pay your claims excluding GST unless you are liable to pay GST for a "relevant Acquisition" (such as goods and services to repair a damaged item insured by the Policy) and we pay the supplier directly for such goods and services, in which case we will also pay the GST amount.

We will reduce the GST amount it pays by the amount of any ITC to which you are, or would be, entitled if you made a "relevant Acquisition", in which case, the ITC may be claimable through your BAS. When settlement of any claim is less than the total amount claimed, we

will only pay the amount of GST (less your entitlement for ITC) applicable to the settlement amount.

### Non-disclosure

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

**If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.**

### Privacy Notice

This notice sets out how MECON and AIG collect, use and disclose personal information about:

- you, if an individual; and
- other individuals you provide information about.

In this section dealing with privacy, "we", "our" and "us" refer to both MECON and AIG as applicable.

Further information about our Privacy Policies is available at:

- for MECON, at [www.mecon.au/about/privacy-policy/](http://www.mecon.au/about/privacy-policy/) or by contacting us at [customerservice@mecon.com.au](mailto:customerservice@mecon.com.au) or on 02 9252 1040; and
- for AIG, at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

#### How We Collect Your Personal Information

We usually collect personal information from you or your agents.

We may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your Policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

#### Why We Collect Your Personal Information

We collect information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in us declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

#### To Whom We Disclose Your Personal Information

In the course of underwriting and administering your Policy we may disclose your information to:

- entities to which we are related, reinsurers, contractors or third party providers providing services related to the administration of your Policy;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, medical providers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law; and
- in the case of MECON and AIG, to each other.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

#### Access To Your Personal Information

Our Privacy Policies contain information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to MECON or AIG.

In some circumstances permitted under the Privacy Act 1988, we may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### Complaints

Our Privacy Policies also contain information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

#### Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

#### More Information, Access, Correction or Complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website or by contacting us (our contact details are below).

#### Contact Us and Opting Out

By proceeding with your application or submitting your claim, you and any other person included on this Policy, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us:

By phone: 02 9252 1040  
By email: customerservice@mecon.com.au

In writing: MECON Insurance Pty Ltd PO Box R1789 Royal Exchange NSW 1225

#### Terrorism Insurance Act 2003 (Cth)

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* (Cth) to offer reinsurance for terrorism risk in Australia.

The *Terrorism Insurance Act 2003* (Cth) 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.

#### Utmost Good Faith

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

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

We are obliged to:

- settle claims quickly
- 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.

#### 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 in Cancellation (Item 10.03) of this document.

**END OF POLICY**

## ENDORSEMENTS

Each of these endorsements will only apply if the Schedule shows it. 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; or
- b. any home entertainment equipment, such as:
  - i. any television set;
  - ii. any radio; or
  - iii. any device for recording or playing movies, music, games and the like, that is not included in the original plans; or
- c. any household furniture; or
- d. any artwork.

### Bushfire

Section One of this Policy does not cover damage caused directly or indirectly by bushfire during the first seven days of the Period of Insurance.

### 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 Pollution Liability Cover

#### Claims-made and Notified Insurance Notice

This endorsement contains coverage on a claims-made and notified basis. This means that this endorsement only covers Claims first made against you during the Period of Insurance and notified to us in writing during the Period of Insurance. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

#### 1.0 Insuring Clause

The following additional insuring clause is added to Section Two, Item 5.00 (Insurance Provided):

Subject to the terms and conditions of the Policy, Section Two is extended to indemnify you for Contractors Pollution Liability happening within the Territorial Limit during the Period of Insurance:

- 1.1 resulting from an Occurrence in connection with the Business; and
- 1.2 Claims for Loss in connection with the Business being first made against you and notified to us during the Period of Insurance.

#### 2.0 Definitions

The following definitions are added and apply to this endorsement only:

- 2.1 Claim means written demand received by you seeking a remedy and alleging your liability or responsibility for Loss.
- 2.2 Claim Expenses means defence and associated costs incurred with any liability or allegation of liability to which this endorsement applies even if the allegation is groundless, false or fraudulent.
- 2.3 Clean-Up Costs means expenses incurred in the investigation, removal, or remediation of Pollution Conditions including the associated monitoring, or disposal of soil, surface water, groundwater or other contamination:
  - a. to the extent required by environmental laws; or
  - b. which have been actually incurred by the Environmental Protection Authority or any other relevant governmental department or agency or third party and which are recovered by any of them from you.
- 2.4 Contractors Pollution Liability means Loss that you become legally liable for as a result of Clean Up Costs, Personal Injury or Property Loss arising from Pollution Conditions.
- 2.5 Loss means:
  - a. a compensation for Personal Injury or Property Loss; and/or
  - b. Clean-up Costs; and/or
  - c. Claim Expenses.
- 2.6 Pollution Conditions means the emission, discharge, migration, release or escape, after the effective date of this endorsement, of Pollutants, provided such are not naturally occurring.

The entirety of any such emission, discharge, release or escape or any series of interrelated, associated, repeated, or continuous emissions, discharges, releases or escapes shall be deemed to be one Pollution Condition.

#### 3.0 Limits and Deductibles

The following additional limit and Deductible apply to cover under this endorsement:

- 3.1 A special Deductible of \$5,000 is applicable to each separate Claim and each separate Occurrence under this endorsement.
- 3.2 Unless stated contrary in the Schedule, the maximum aggregate amount for which we will indemnify you under the endorsement in respect of all Claims made, and all Occurrences happening, in one Period of Insurance will be \$500,000. This limit is in addition to the Limit of Liability listed in the Schedule for Section Two of this Policy.
- 3.3 Our duties and obligations under this endorsement end when the maximum aggregate amount specified, covered by this endorsement, is exhausted.

#### 4.0 Specific Conditions

The following additional conditions apply to cover under this endorsement:

- 4.1 This extension does not cover liability which is subject to indemnity or for which a claim may be made under other sections of this Policy.
- 4.2 You must provide us with written notice of any Claim first made against you as soon as practicable and during the Period of Insurance.
- 4.3 Any Claim or Claims arising out of, based upon or attributable to:
  - i. the same cause; or
  - ii. a single Loss; or
  - iii. a series of continuous, repeated or related Losses;

shall be considered a single Claim for the purposes of this endorsement and shall be considered made against you and reported to us at the time notice was first given.

#### 5.0 Exclusions

- 5.1 For the purpose of this endorsement, exclusion 8.01 (Asbestos) is deleted and replaced with the following:

This insurance does not cover liability arising from the presence, removal or abatement of Asbestos or Asbestos containing materials, including but not limited to Asbestos which is in-situ and undisturbed within any structure or part thereof. However, this exclusion shall not apply to the inadvertent disturbance of Asbestos or Asbestos containing materials by you in connection with your Business.
- 5.2 This insurance does not cover Loss arising from any Pollution Conditions caused by your Business which occurred prior to the Period of Insurance if you knew, or could have reasonably foreseen, that such Pollution Conditions would result in an Occurrence, Claim, Clean Up Costs, Personal Injury or Property Loss.
- 5.3 This insurance does not cover Loss arising from your intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body.
- 5.4 This insurance does not cover any loss, damage, liability or cost arising from or in connection with any real property or facility wholly owned, leased or managed by you. This exclusion does not apply to property on a Project site.
- 5.5 This insurance does not apply to Loss arising out of, based upon or attributable to:
  - a. allegations made against you and circumstances which should have been notified under any previous policy, or
  - b. any legal action of any kind, or investigation by an environmental enforcement body, at or before the commencement date of the Policy Period.
- 5.6 This insurance does not cover liability that you have assumed under any contract or agreement requiring you to accept liability for Clean Up Costs regardless of fault.

However this does not apply to:

- a. liabilities that would have been implied by law in the absence of such contract or agreement; or
- b. liabilities assumed under Incidental Contracts; or

- c. terms relating to merchantability, quality, fitness or care of Products which are implied by law or statute; or
- d. liabilities assumed under construction contracts; or
- e. liabilities assumed under contracts shown on the Schedule.

“Incidental Contracts” means any rental or lease agreement, any written contract with any authority (or entity) for the supply of electricity, fuel, gas, air, steam, water or sewerage reticulation or other essential services, or with any railway authority for the unloading and / or transport of material, including contracts relating to the operation of railway sidings. It does not include contracts in connection with work done for such authorities or entities.

This endorsement (and any endorsement issued in substitution and/or any endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears. No aggregation provisions of any kind apply for the purposes of any retention. All other terms, conditions and exclusions remain unchanged.

#### Contractors and Subcontractors Insurance

This Policy extends to insure any of your contractors (which includes any of their or your subcontractors) and your direct employer involved in the Project as if they were you. This endorsement applies:

- a. where you have a written contractual obligation to provide the contractor and / or your direct employer 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 / or your direct employer; and
- c. the value of the work performed by the contractor is included in your declaration of Project Value; 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, machine or reusable equipment of any kind belonging to, or loaned or hired by, the parties covered by this endorsement.

For the avoidance of doubt, “employer” in this endorsement does not necessarily mean the principal named as such in any contract to which you are a party (such principals are automatically insured by this Policy).

In any contract for a Project that so requires it, each party insured under Section One 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 sum insured. The sums insured apply to all of the insured parties collectively. This paragraph or its equivalent is known as a ‘Cross Liability’ clause.

Note: If this endorsement does not apply, but the party specifically named as “the insured” in the Schedule is held responsible for damage or liability caused by such contractors, then this Policy will indemnify the party named for that damage or liability but only if Sections One or Two of this Policy would have indemnified the damage or liability had the endorsement applied. For the avoidance of doubt, if the endorsement does not apply, contractors are not insured.

## Cyclone Exclusion

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

## 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; or
- b. Any cost incurred for any facility to discharge run-off or underground water; or
- c. Any cost incurred for grouting or any other measure taken to stop water leaking into any excavation, foundation or basement; or
- d. Damage caused to any basement structure by ground-water pressure.

Despite anything in (a) to (d) above, 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, cost or liability associated with dewatering.

## Existing Structures (Alterations)

- a. 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.
- b. Where Existing Structures (Item 1.04) is insured, the Period of Insurance (for both Sections One and Two) for such Existing Structures is deemed to begin on the date shown in the Schedule notwithstanding anything to the contrary in the definition for the Period of Insurance.

## Financiers 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 covering of normally dry land by water that has escaped or been released from the normal confines of :

- a. any lake, or any river, creek, or other natural watercourse, whether or not altered or modified; or
- b. any reservoir, canal or dam).

## Heritage Buildings

Any claim payable for damage to heritage listed structures included in the sum insured for Item 1.04 (Existing Structures) will not exceed the cost of reinstatement using modern

techniques and readily available materials (of the closest kind to those damaged) 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; or
- b. by the pile or group of piles or pile casings becoming jammed or obstructed; or
- c. that fails to pass any load bearing test or any other performance criteria; or
- d. nor to disconnected or declutched sheet piles or abandoned piles.

## Occupancy (Residential)

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

## Owner Builder (Family)

Section Two of this Policy does not cover Personal Injury to any 'member of your family'. A member of your 'family' is one who is related to you by marriage or blood, whether or not they live with you.

## Period of Insurance (Extended)

Where the insurance on any part of the 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

Section One of this Policy restricts cover for loss of or damage to any open trench together with any pipeline, duct or cable in the trench, to the length or value specified for "Pipelines and Trenches" in the Schedule. The additional exclusion below applies to this endorsement.

### Additional Exclusion

Pipelines, conduits or cables in open trenches are not insured unless:

- a. they have been secured in a manner which will prevent them being displaced if water enters the trench; and
- b. the open ends of the pipe or conduit have been sealed on completion of work on them for the day in such a way that will prevent entry of water or debris; and
- c. trenches containing pressure tested lengths of pipeline were backfilled over the whole tested length on the day the test was completed.

For the avoidance of doubt, the length of any open trench (including pipeline, duct or this insurance. This endorsement does not apply to completed or backfilled trenches.

## 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 and
- b. any pool, spa or excavation must be surrounded by fencing in compliance with all pertinent regulations whenever they are left unattended.

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.

Where a Project includes more than one section of unsealed road, the maximum length or value applies to their combined length or value.

## Tunnels, Shafts and Declines

In relation to Projects that include underground work such as any tunnel, shaft or gallery, 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 Practice for Tunneling Works; or
- f. cost of grouting unsound earth or rock strata; or
- g. cost of any measure to control water inflow; or
- h. cost of removing excavation material in excess of the minimum excavation line provided in the plans; or
- i. cost of dewatering; or

- j. cost of any facility for discharging run-off or underground water; or
- k. cost of refilling cavities that result from overbreak; or
- 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 usual action of the sea.

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

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

This section has been intentionally left blank