



## *Machinery Breakdown*

# Machinery Breakdown / INSURANCE POLICY

## CONTENTS

INTRODUCTION	2
DAMAGE TO INSURED MACHINERY	2
AUTOMATIC EXTENSIONS	2
OPTIONAL EXTENSIONS	4
EXCLUSIONS	5
BASIS OF SETTLEMENT	8
MANAGING YOUR CLAIM	10
GENERAL CONDITIONS	11
DEFINITIONS	13

# Machinery Breakdown

## INSURANCE POLICY



Welcome to NZI. Thank you for selecting us as your insurer. This is your Machinery Breakdown Policy document. It will tell you what you are insured for and what you are not insured for, as well as any obligations that you or we must abide by to ensure an enforceable policy. This policy document is a legal contract so please read it thoroughly and keep it in a safe place. If you need help with understanding your policy document, please contact your insurance broker.

### INTRODUCTION

#### AGREEMENT

**You** agree to pay **us** the premium described in the **schedule** and comply with this policy. In exchange, **we** agree to insure **you** as set out in this policy.

#### POLICY CONTRACT

This policy consists of the following parts:

1. **your** application for insurance, and any oral or written supporting statements or documents supplied by **you**, and
2. this policy wording (including any endorsements or warranties), and
3. the **schedule**.

#### INTERPRETING THIS POLICY

Certain words in this policy have a specific meaning. These words appear in **bold** and **you** will find the meaning listed in the 'Definitions' section at the end of this policy. The definitions apply to the plural and any derivatives of the bolded words.

**You** will also find examples and comments to make parts of this policy easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to.

The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

### DAMAGE TO INSURED MACHINERY

**You** are insured for **accidental loss** to **insured machinery** occurring at the **situation**.

### AUTOMATIC EXTENSIONS

In addition to the cover under 'Damage to Insured Machinery' above, **we** also provide the following 'Automatic Extensions'.

'Automatic Extensions' are payable in addition to the sum insured shown in the **schedule** for an item of **insured machinery**.

#### A. NEWLY ACQUIRED MACHINERY

**You** are insured for **accidental loss** to machinery that **you** acquire during the **period of insurance**.

Provided:

1. the machinery is located at the **situation**, and
2. the machinery is similar in type, class and function to the machinery **you** already have insured with **us**, and
3. any **loss** occurs following the satisfactory completion of the machinery's installation, testing and commissioning, and
4. **you** notify **us** within 90 days of **your** acquisition of the machinery.

Once **you** have notified **us**:

- (a) **we** may charge **you** an additional premium, and
- (b) the value of the machinery will be added to **your** sum insured.

The most **we** will pay under this extension during any **annual period** is:

- (i) \$50,000 for any **event**, or
- (ii) the total sum insured for **insured machinery**, whichever is the lesser.

## Machinery Breakdown / INSURANCE POLICY

### B. COST OF HIRE OF ELECTRIC MOTORS

**You** are insured for reasonable costs **you** incur to hire a replacement electric motor following a **loss** to an electric motor covered by this policy.

The most **we** will pay for this extension is \$5,000 for any **event**, unless a different amount is shown in the **schedule**.

### C. REFRIGERANT REPLACEMENT

**You** are insured for the reasonable costs of replacing lost refrigerant gas following a **loss** covered by this policy.

**You** are not insured for the additional costs of replacing refrigerant with a more environmentally friendly alternative.

'Exclusion Part I Item 1' does not apply to this extension.

The most **we** will pay for this extension is \$5,000 for any **event**, unless a different amount is shown in the **schedule**.

An excess of 10% of the cost of the refrigerant gas applies to each **event** under this extension.

### D. DEMOLITION COSTS COVER

**You** are insured for costs **you** incur to:

1. demolish, dismantle, shore or prop up **insured machinery**, and
2. dispose of debris (including any kind of solid, liquid or gas) from the **insured machinery**, provided that the costs arise following a **loss** covered by this policy.

**You** are not insured for any costs associated with the demolition of or removal of debris from buildings or other assets.

The most **we** will pay for this extension for any **event** is:

1. 10% of the sum insured shown in the **schedule** for that item of **insured machinery**, or
  2. \$10,000,
- whichever is the lesser.

### E. EXPLOSIONS OF BOILERS AND PRESSURE VESSELS

**You** are insured for the **accidental loss** of boilers and **pressure vessels** caused by:

1. collapse, or
2. overheating, or
3. **explosion**,

provided that the boiler or **pressure vessel** is part of the **insured machinery** covered by this policy.

The most **we** will pay under this extension for any **event** is the sum insured for the item of **insured machinery** damaged.

'Exclusion Part N Item 5' does not apply to this extension.

### F. MODIFICATIONS

**You** are insured for **accidental loss** to **insured machinery** during the modifying of **insured machinery**.

The most **we** will pay for this extension is \$10,000 for any **event**, unless a different amount is shown in the **schedule**.

'Exclusion Part D Item 6.3' does not apply to this extension.

### G. TESTING

**You** are insured for **accidental loss** to **insured machinery** during tests that are conducted in order to comply with statutory safety regulations.

**We** will not pay for any **loss** to **insured machinery** that is condemned as a result of the tests.

The most **we** will pay for this extension is \$5,000 for any **event**, unless a different amount is shown in the **schedule**.

'Exclusion Part D Item 6.2' does not apply to this extension.

## OPTIONAL EXTENSIONS

In addition to the cover under 'Damage to Insured Machinery' and 'Automatic Extensions' **we** also provide the following 'Optional Extensions'. These 'Optional Extensions' only apply where specified in the **schedule**.

'Optional Extensions' are payable in addition to the sum insured shown in the **schedule** for an item of **insured machinery**.

### A. EXPEDITING EXPENSES

**You** are insured for the reasonable costs of express freight within New Zealand and overtime to expedite the repair or replacement of **insured machinery** following a **loss** covered under this policy.

**You** must have **our** prior approval before incurring any costs.

*Our approval will be based on our economic benefit gained.*

The most **we** will pay under this extension for any **event** is 25% of the sum insured for the item of **insured machinery** damaged.

'Exclusion Part D Item 3' does not apply to this extension.

### B. OVERSEAS AIRFREIGHT

**You** are insured for the reasonable costs of overseas express freight to expedite the repair or replacement of **insured machinery** following a **loss** covered under this policy.

**You** must have **our** prior approval before incurring any costs.

*Our approval will be based on our economic benefit gained.*

The most **we** will pay under this extension for any **event** is the sum insured shown in the **schedule** for this extension.

'Exclusion Part D Item 3' does not apply to this extension.

### C. DIES

**You** are insured for **accidental loss** to dies that are fitted to **insured machinery**, provided that:

1. the **insured machinery** is located at the **situation**, and
2. the dies are in use at the time of the **loss**.

'Exclusion Part I Item 6' does not apply to this extension.

The most **we** will pay under this extension for any **event** is the sum insured shown in the **schedule** for this extension.

An excess of 20% of the cost of the dies applies to each **event** under this extension, unless a higher amount is shown in the **schedule**.

### D. REINSTATEMENT OF BOILERS AND PRESSURE VESSELS

If the **schedule** shows that **you** have 'Reinstatement of Boilers and Pressure Vessels Cover', then 'Basis of Settlement' is amended as follows for boilers or **pressure vessels**:

#### 1. Boiler or pressure vessel that is repaired

If the boiler or **pressure vessel** is repairable, **we** will pay the cost of restoring it to the **same condition** it was in when it was new.

If the repairs are carried out at a workshop owned by **you**, **we** will pay **you** the cost of materials and wages incurred to make repairs, plus a normal margin to cover **your** overheads. If, however, the total cost of repairs equals or exceeds:

- (a) the **new replacement cost** of the item, or
- (b) the sum insured shown in the **schedule** for the item,

then **we** will consider the machine irreparable, and **our** settlement to **you** will be on the same basis as shown in 2. below.

#### 2. Boiler or pressure vessel that is a total loss

If the boiler or **pressure vessel** is a **total loss** **we** will indemnify **you** by whichever of the following options **we** choose:

- (a) pay **you** the lesser of:
  - (i) the **new replacement cost** of the item, or
  - (ii) the sum insured, or
- (b) supply **you** with a replacement item that is similar in type, capacity and condition to the boiler or **pressure vessel** when new (if **we** do this, **we** will also pay **you** any erection and ordinary freight costs associated with the replacement item).

**We** will also:

- ▶ pay the cost of removing the damaged boiler or **pressure vessel**, and
- ▶ make a deduction for the value of any salvage.

### 3. Special conditions

This extension only applies if **you**:

- (a) actually reinstate the item, and
- (b) commence the reinstatement quickly.

**You** must ensure that the sum insured on the boiler or **pressure vessel** is equal to the **new replacement cost**. If the sum insured is less, then 'Average' will apply as described in 'Basis of Settlement Part G'.

## E. SUBMERSIBLE PUMPS

**You** are insured for **accidental loss** to **submersible pumps** occurring at the **situation**, including:

1. any costs **you** incur to dismantle and re-assemble the **submersible pump**, and
2. any costs **you** incur to hire a replacement pump during the time taken to repair the damaged **submersible pump**.

The most **we** will pay under this extension for any **event**, including any costs incurred in 1. and 2. above, is the sum insured shown in the **schedule** for the **submersible pump** that is damaged.

**You** are not insured for **accidental loss**:

- (a) to any **submersible pump** that is not recovered to the surface, or
- (b) that is a result of inadequate maintenance and/or a failure to maintain regular servicing of the **submersible pump**.

'Exclusion D Item 4' does not apply to this extension.

## EXCLUSIONS

### A. CAUSES OF LOSS NOT INSURED

This policy does not insure **loss** to **insured machinery** caused by any of the following:

1. fire,
2. impact from a source external to the machine,
3. storm or flood,
4. smoke or soot,
5. chemical explosion,
6. gas or vapour,
7. rainwater or water discharged (or leaking) from any pipe or system that is not part of the **insured machine**,
8. burglary or theft or attempted burglary or theft.

*Many of these causes of loss can be insured under a separate policy covering your business assets. You should contact your insurance broker for information about this.*

### B. CONFISCATION

This policy does not insure **loss**, liability, prosecution or expense of any type in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any **accidental loss** that is covered by this policy).

### C. CONSEQUENTIAL LOSS

This policy does not insure any kind of consequential loss (e.g. *financial loss that occurs as a result of the loss of insured property*), including the following:

1. penalties, or
2. loss of use of any property, or
3. delays, or
4. loss of market share or goodwill.

### D. COSTS NOT INSURED

This policy does not insure any of the following:

1. the cost of carrying out:
  - 1.1 alterations, additions or improvements, or
  - 1.2 overhauls or maintenance,on any **insured machinery**,
2. the cost of provisional repairs, unless they:
  - 2.1 are part of the final repairs that are already covered under this policy, and
  - 2.2 do not increase the total repair costs,

# Machinery Breakdown / INSURANCE POLICY

3. extra charges incurred for:
  - 3.1 overtime or work on public holidays, or
  - 3.2 express freight or air freight,
4. the cost of:
  - 4.1 removal of pump units from bores or their reinstallation,
  - 4.2 the loss of pump units within bores,
5. any costs associated with replacing, altering or modifying:
  - 5.1 **insured machinery**, or
  - 5.2 any part of a refrigeration system, to enable the machine or part to operate with a more ozone friendly refrigerant,
6. **loss** that occurs during:
  - 6.1 the dismantling of **insured machinery** for removal to other situations, or
  - 6.2 the installation and testing of additional or replacement **insured machinery**, or
  - 6.3 modification of existing **insured machinery**.

## E. ELECTRONIC DATA AND PROGRAMS

This policy excludes loss of or damage to **electronic data** from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to physical damage to other insured property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

## F. TYPES OF LOSS NOT COVERED

This policy does not insure any of the following types of **loss**:

1. gradual deterioration, including (but not limited to):
  - 1.1 fatigue, rust, oxidation, boiler scale, sludge deposits, corrosion or erosion, cavitation, atmospheric or chemical action, or
  - 1.2 the wasting away or wearing out of any part caused by normal use or operation, or
  - 1.3 cosmetic damage including scratching, chipping or denting,
2. if the **insured machine** is a boiler or a **pressure vessel**:
  - 2.1 cracks, fractures, blisters, lamination, scaling, flaws or grooving, even when any of these is accompanied by leakage,
  - 2.2 leakage of joints,
3. refrigerant from glands, seals, fatigue fractured pipes, gaskets or joints,
4. insulating oil from transformers, capacitors or switchgear from glands, seals, fatigue fractured pipes, gaskets or joints.

This exclusion only applies to the part of the **insured machinery** first affected. It does not apply to any resultant **accidental loss** to other parts of the **insured machine**.

## G. NATURAL DISASTER

This policy does not insure **loss** to **insured machinery** caused by any of the following:

1. earthquake, volcanic eruption, or hydrothermal activity,
2. subterranean fire or geothermal activity,
3. landslide, subsidence of land, erosion by the sea or expansion of the ground,
4. normal settlement, shrinkage or expansion of: buildings, foundations, walls, pavements, roads and other structural improvements.

## H. NUCLEAR

This policy does not insure any **loss**, liability, prosecution or expense of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
  - 1.1 any nuclear fuel, or
  - 1.2 any nuclear waste from the combustion or fission of nuclear fuel,
2. nuclear weapons material.



# Machinery Breakdown / INSURANCE POLICY

## I. PARTS OF MACHINERY NOT COVERED

This policy does not insure **loss** to any of the following parts of the **insured machine**:

1. operating media, including but not limited to: refrigerant gas, lubricating oils, fuel, catalysts or heat exchanging liquids,
2. exchangeable and replacement parts, including but not limited to: bits, drills, cutters, knives, saw-blades, other cutting edges,
3. high-wearing items, including but not limited to: belts, chains, ropes, elevating and conveying bands, leathers, packing gaskets or other jointing or sealing materials, filters, clutch and brake linings and facings,
4. electrical circuit devices, including but not limited to: protective fuses, incandescent bulbs, heating elements, batteries and electrical contacts at which sparking or arcing normally occurs,
5. components that are naturally subject to a high rate of wear and tear,
6. crushing or grinding surfaces, dies, cylinder engravings, embossings, coatings or coverings,
7. parts made of glass, porcelain or ceramics,
8. foundations, masonry, furnace and ladle linings or refractories,
9. wheels, tyres, tracks, blades, buckets or similar attachments to mobile **insured machinery**.

This exclusion only applies to the part of the **insured machinery** first affected. It does not apply to any resultant **accidental loss** to other parts of the **insured machine**.

Under these circumstances, **we** will make an allowance in **our** payment to **you** for the working life expended (of the other parts affected) at the time of **loss**.

## J. RIOTS AND STRIKES

This policy does not insure **loss** in connection with any of the following:

1. riot, civil commotion, malicious damage, vandalism,
2. strike, lockout, persons taking part in labour disturbances or malicious persons acting on behalf of, or in connection with, any political organisation.

## K. SEEPAGE, POLLUTION AND CONTAMINATION

This policy does not insure **loss**, liability, prosecution or expense of any type in connection with seepage, pollution or contamination.

## L. TERRORISM

This policy does not insure any **loss**, liability, prosecution or expense of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

## M. TESTING / MAINTENANCE / MODIFICATION

This policy does not insure **loss** to any part of an **insured machine** caused by any of the following:

1. the use of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul,
2. hydraulic tests, experiments, overloads, or similar tests requiring the imposition of abnormal conditions.

This exclusion only applies to the part of the **insured machinery** first affected. It does not apply to any resultant **accidental loss** to other parts of the **insured machine**.

## N. TYPES OF MACHINERY NOT COVERED

This policy does not insure **loss** to any of the following:

1. accounting or office machinery,
2. electronic apparatus of any kind, other than electronic or computer controlled equipment forming part of the **insured machinery**,
3. hired machinery,
4. **mobile mechanical plant**,
5. boilers and **pressure vessels**.

## O. WAR

This policy does not insure any **loss**, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.



## BASIS OF SETTLEMENT

### A. METHOD OF INDEMNITY

**We** will indemnify **you** by whichever of the following options **we** choose:

1. pay the reasonable cost of repairs, or
2. pay an amount equal to the reasonable cost of repair, or
3. replace the **insured machine** with one in the **same condition**, or
4. pay an amount equal to the **market value** of the **insured machine**, or
5. where replacement parts for the **insured machine** are unobtainable, pay up to the last known selling or list price of the parts, plus what would have been the reasonable cost of fitting them.

### B. MACHINERY THAT IS REPAIRED

If the **insured machine** is repairable, **we** will pay the cost of restoring it to its state of serviceability before the **loss** occurred.

**We** will also pay the following costs, provided they are properly and reasonably incurred:

1. dismantling and re-assembly costs associated with repairing the machine,
2. ordinary freight to and from the place of repair,
3. any government charges.

In all cases **we** will make the following allowances:

- (a) **we** will not make any deduction for depreciation of any part replaced,
- (b) **we** will make a deduction for the value of any salvage,
- (c) if **you** repair the machine **yourself we** will pay **you** the cost of materials, wages and overheads incurred to make the repairs.

If, however, after considering all of the above, the total cost of the repairs equals or exceeds:

- (i) the **market value** of the item immediately before the **loss**, or
- (ii) the sum insured for the item of **insured machinery**,

then **we** will consider the machine irreparable, and **our** settlement to **you** will be on the same basis as shown in 'Basis of Settlement Part C' below.

### C. MACHINERY THAT IS A TOTAL LOSS

If the machinery is a **total loss we** will indemnify **you** by whichever of the following options **we** choose:

1. **we** will pay
  - (a) the **market value** of the item of **insured machinery** immediately prior to the **loss** (including the cost of dismantling and re-assembly, ordinary freight and any government charges), or
  - (b) the sum insured for the item of **insured machinery**, whichever is the lesser, or
2. **we** will replace the **insured machine** with one of a similar type, performance and condition. If **we** do this, **we** will also pay **you** any costs of ordinary freight and installation of the replacement item.

In all cases **we** will make the following allowances:

- (i) **we** will pay the costs of removing the **insured machine**, and
- (ii) **we** will deduct the value of any salvage.

### D. EXCESS

The excess shown in the **schedule** for the appropriate machine will be deducted from the amount of the **loss** unless a different excess or nil excess is shown in this policy wording.

If more than one item of **insured machinery** suffers **loss** from an **event** only one excess will apply, that being the highest excess.

### E. MAXIMUM AMOUNT PAYABLE

The most **we** will pay for an item of **insured machinery** is the sum insured for that item shown in the **schedule**, plus any amounts payable under an Extension of this policy.

# Machinery Breakdown / INSURANCE POLICY

## F. SPECIFIC ITEMS OF MACHINERY

If the **insured machine** is any of the following:

1. tubes and headers,
2. extruder screws and barrels,
3. refrigeration units,

then **we** will settle the **loss** as follows.

### 1. Tubes and Headers

If the **loss** is to:

- (a) tubes or headers, and/or
  - (b) any part of a steam coil generator subjected to pressure of internal steam or fluid,
- we** will pay **you** the cost of replacing the item, less depreciation.

Depreciation (on a straight-line basis) will be calculated at 7.5% for each year since the part was installed, up to a maximum of 60%.

### 2. Extruder Screws and Barrels

If the **loss** is to:

- (i) extruder screws, and/or
- (ii) barrels,

that are part of any **insured machine**, and these items need to be replaced, then **we** will pay **you** the cost of replacing the items, less depreciation.

The rate of depreciation (on a straight-line basis) will be determined at the time of the **loss**, but will not be less than 10% for each year since the part was installed, up to a maximum of 60%.

### 3. Refrigeration Units

If the **loss** is to:

- ▶ a sealed refrigeration unit, and/or
- ▶ a semi-sealed refrigeration unit,

and the item needs replacing, then **we** will pay **you** the cost of replacing the unit, less depreciation.

Depreciation (on a straight-line basis) will be calculated at 7.5% for each year since the unit was installed, up to a maximum of 60%.

## G. AVERAGE

Where the sum insured for each item is less than the **new replacement cost**, **you** are **your** own insurer for the difference between these two amounts. **You** will share the cost of the **loss** in the same proportion.

*Example:*

New replacement cost                      \$20,000

Your sum insured                              \$10,000

*You are your own insurer for 50% of any partial loss that occurs.*

## H. REINSTATEMENT OF THE SUM INSURED

After **we** have paid a claim under this policy, **we** will reinstate **your** sum insured for any future **losses**. **We** may ask **you** to pay an additional premium for this. If **we** do, **you** must pay the additional premium.

## MANAGING YOUR CLAIM

### A. YOUR OBLIGATIONS

#### 1. Advise Us

If **you** become aware of any situation that is likely to give rise to a claim, **you** must contact **us** immediately.

#### 2. Minimise The Loss

**You** must take all reasonable steps to minimise the claim and avoid any further **loss** or liability arising.

#### 3. Notify The Police

**You** must immediately lay a complaint with the Police if **you** suspect any criminal offending has occurred.

#### 4. Provide Full Information

When **you** make a claim **you** consent to **your** personal information in connection with the claim being:

4.1 disclosed to **us**, and

4.2 transferred to the Insurance Claims Register Limited.

**You** must:

(a) give **us** free access to examine and assess the claim, and

(b) send any relevant correspondence or documents to **us**, and

(c) complete a claim form or statutory declaration to confirm the claim if **we** request it, and

(d) provide any other information, proof of ownership or assistance that **we** may require at any time.

#### 5. Be Truthful

If **your** claim is dishonest or fraudulent in any way, **we** may:

5.1 decline **your** claim either in whole or in part, or

5.2 declare this policy or all policies **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

#### 6. Do Not Dispose Of Property

**You** must not dispose of any property involved in **your** claim until **we** have given **you** written permission to do this.

#### 7. Authorising Repairs

**You** are authorised to start any repairs without **our** permission provided that all other claims conditions under 'Managing your Claims' are met.

Whenever **you** undertake repairs without **our** permission, **you** must ensure that all costs are properly and reasonably incurred. All costs and labour incurred must be documented and recorded for **our** records.

**You** should also refer to 'Disposal of Property'.

### B. MANAGING YOUR CLAIM

#### 1. Subrogation

Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery.

If **we** initiate a recovery **we** will include **your** excess, and any other uninsured losses suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your** excess first.

#### 2. Recoveries

If any property that **we** have paid a claim for is later found or recovered, **you** must tell **us** immediately and hand it over to **us** if **we** request it.

**We** have the right to keep any property that **we** have paid a claim for under this policy, including any proceeds if it is sold.

#### 3. Reparation

If any person is ordered to make reparation to **you** for **loss** to any property that **we** have paid a claim under this policy for, then **you** must tell **us**. Any payments received must first reimburse **our** claims payment up to the amount of any reparation received.

## GENERAL CONDITIONS

### A. HOW WE ADMINISTER THIS POLICY

#### 1. Cancellation And Modification

##### 1.1 By You

**You** may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect.

##### 1.2 By Us

**We** may cancel or modify this policy by advising **you** (or **your** broker or agent) by letter, fax or email. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.

**We** will refund the proportion of unused premium paid, calculated from the date of cancellation.

If **you** pay **your** premium by instalments, **you** must pay **us** any unpaid instalments that are due.

#### 2. Other Insurance

**You** must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

If **you** or anyone else who is covered under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.

#### 3. Interests Of Other Parties

If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy.

**You** consent to **us** transferring **your** relevant personal information to that party.

#### 4. Separate Insurance

If more than one person or entity is named as 'Insured' in the **schedule**, then all the parties are insured separately (as though a separate policy had been issued to each person/entity).

However, the maximum amount **we** will pay to all parties is the amount stated in each part of this policy.

#### 5. GST

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

5.1 all sums insured exclude GST, and

5.2 all sub limits exclude GST, and

5.3 all excesses include GST, and

5.4 GST will be added, where applicable, to claim payments.

#### 6. Monthly/Quarterly Premiums

If **you** choose to pay the premium monthly or quarterly, then:

6.1 **you** must use the Deduction Authority **we** require, and

6.2 this policy is for the initial **period of insurance** starting on the 'From' date and ending on the 'To' date stated in the **schedule**.

The policy will be renewed for further monthly and quarterly periods of insurance (as indicated in the **schedule**) by payment of each monthly or quarterly premium due under the Deduction Authority.

#### 7. Premium Adjustments

If the premium for this policy has been calculated based on estimated figures, then the premium is only a provisional premium for the **annual period**.

Within 3 months of the expiry of the **annual period**, **you** must tell **us** what the actual figures are. **We** will re-calculate **your** actual premium based on the actual figures.

The difference between the actual and the provisional premiums will either be payable to **us** or refunded to **you** depending on the outcome of the adjustment, but any refund will be limited to a maximum of 50% of the provisional premium paid.

## B. LAWS AND ACTS THAT GOVERN THIS POLICY

### 1. Acts Of Parliament

Where this policy refers to any Act of Parliament, it also includes any subordinate legislation made under it, and any subsequent Acts or regulations.

### 2. Governing Law And Jurisdiction

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

### 3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

## C. YOUR OBLIGATIONS

### 1. Comply With The Policy

**You** (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If **you** fail to comply, **we** may not pay **your** claim.

### 2. Provide Accurate Information

**You** must make sure all statements and representations that are made to **us**, at any time, either by **you** or anyone else, are truthful and complete.

### 3. Reasonable Care

**You** must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

### 4. Change In Circumstances

**You** must tell **us** immediately if there is a material:

- 4.1 increase in the risk insured, or
- 4.2 alteration of the risk insured.

Once **you** have told **us** of the change, **we** may then cancel or alter the premium and/or terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

- (a) declare this policy unenforceable, or
- (b) decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

*Information is 'material' where we would have made different decisions about either:*

- (i) accepting your insurance, or
- (ii) setting the terms of your insurance,

*if we had known that information. If in any doubt, notify us anyway.*

### 5. Inspection of Machinery

**You** must allow **us** to inspect the **insured machinery** at any time. **We** will be reasonable in **our** requests to do this.

If the inspection identifies information about the **insured machinery** that:

- 5.1 was previously unknown to **us**, and
- 5.2 increases the risk as **we** knew it,

then **we** can immediately suspend cover for the item(s) of **insured machinery**. If **we** do this, it will be in writing. The suspension of cover will continue until the issues raised have been fixed and approved by **us**.

### 6. Refrigerant Gas

All refrigeration machinery must be operated using the manufacturer's original refrigerant. If:

- 6.1 the refrigerant, or
- 6.2 any other part of the machine,

is found to have been modified or altered to use a different refrigerant because of ozone depletion, then **we** may decline **your** claim.

**We** will confirm in writing any agreed variations to the condition.

### 7. Suspension of Cover

As soon as any item of **insured machinery** suffers a **loss** and **we** accept a claim for that **loss** under this policy, further cover for that item is suspended.

Cover will restart once repairs to the item have been fully completed.

# Machinery Breakdown / INSURANCE POLICY

## DEFINITIONS

The definitions apply to the plural and any derivatives of the bolded words. *For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.*

<b>accidental</b>	Unexpected and unintended by <b>you</b> .
<b>act of terrorism</b>	Includes any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: (a) involves violence against one or more persons, or (b) involves damage to property, or (c) endangers life other than that of the person committing the action, or (d) creates a risk to health or safety of the public or a section of the public, or (e) is designed to interfere with or disrupt an electronic system.
<b>annual period</b>	The <b>period of insurance</b> . However, if: (a) <b>you</b> pay the premium by instalments, or (b) the <b>period of insurance</b> is for more than 12 months, the annual period is any one 12-month period calculated from the date this policy first started, and consecutively thereafter.
<b>computer virus</b>	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to 'Trojan Horses', 'Worms' and 'Time or Logic Bombs'.
<b>electronic data</b>	Facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>event</b>	Any one event or series of events arising from one source or original cause.
<b>explosion</b>	The sudden and violent breaking apart of the plant by forces of internal gas or fluid pressure or centrifugal force, resulting in: (a) physical displacement of any part of the plant, or (b) forcible ejection of the plant's contents.
<b>insured machinery</b>	The electrical and mechanical plant shown in the <b>schedule</b> as insured items.
<b>loss</b>	Physical loss or physical damage occurring during the <b>period of insurance</b> .
<b>market value</b>	The reasonable sale price of the same or a comparable machine, of similar pre-loss age, capacity, usage and condition at the time of a <b>loss</b> .
<b>mobile mechanical plant</b>	A vehicle that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery.

# Machinery Breakdown / INSURANCE POLICY

<b>new replacement cost</b>	<p>The cost of buying and installing a new item of the same:</p> <ul style="list-style-type: none"><li>(a) size</li><li>(b) speed</li><li>(c) capacity</li><li>(d) purpose</li><li>(e) quality of manufacture.</li></ul> <p>This includes all costs necessary to:</p> <ul style="list-style-type: none"><li>(i) make the item operational at the <b>situation</b>, and</li><li>(ii) connect the item to any services and utilities.</li></ul>
<b>period of insurance</b>	The period shown in the <b>schedule</b> , that specifies the start and end dates of this insurance contract.
<b>pressure vessel</b>	<p>The parts of any <b>insured machinery</b> or vessel that during ordinary use are subjected to either generated fluid or gas pressure or vacuum, including:</p> <ul style="list-style-type: none"><li>(a) all integral parts, and</li><li>(b) controls, and</li><li>(c) associated systems (other than systems forming part of a building or structure).</li></ul>
<b>same condition</b>	Substantially the same fitness for use, but not a better or more extensive condition.
<b>schedule</b>	The latest version of the Schedule <b>we</b> issued to <b>you</b> for this policy.
<b>situation</b>	The physical location or locations referred to in the <b>schedule</b> .
<b>submersible pump</b>	<p>A pump that is designed to and operates:</p> <ul style="list-style-type: none"><li>(a) wholly or partly under liquid, and/or</li><li>(b) down a bore hole.</li></ul>
<b>total loss</b>	<p>Where the cost of repairs, as determined by <b>us</b>, equals or exceeds:</p> <ul style="list-style-type: none"><li>(a) the <b>market value</b> of the <b>insured machine</b> immediately prior to the <b>loss</b>, or</li><li>(b) the sum insured for the item of <b>insured machinery</b>.</li></ul>
<b>we</b>	NZI, a business division of IAG New Zealand Limited. <i>We may also use the words 'us', 'our' or 'company' to describe NZI.</i>
<b>you</b>	The person(s) or entity named in the <b>schedule</b> as 'Insured'. <i>We may also use the word 'insured' to describe you.</i>





*NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.*

*Through our broad range of commercial, personal, marine, professional risks and rural insurance products, we pride ourselves on helping people to achieve the best protection for their assets.*

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*To find out more about the advantages of choosing NZI, talk to your broker or visit [nzi.co.nz](http://nzi.co.nz).*

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