hutch

UNDERWRITING

The clear way to better cover.

SINGLE PROJECT CONSTRUCTION INSURANCE

Contents

Document Title	Hutch Single Project Construction Policy
Date Effective	23.09.26
Reference	HSP1

IMPORTANT INFORMATION

Introduction

This document contains the details of **Your Policy**. This is a single-project insurance contract that insurers a single **Insured Contract** described in the **Schedule**. This **Policy** consists of individual **Sections** and **You** should read it together with **Your Schedule**, which contains information about the **Policy** as it applies to **You** and **Your Business**.

Because **We** don't know **Your** personal circumstances, **You** should treat any advice in this **Policy** as purely general in nature. It doesn't consider **Your** objectives, financial situation or needs. **You** should carefully consider the information provided with regard to **Your** personal circumstances to decide if it is right for **You**.

Keep this information in a safe place - it contains important information about **Your Policy** should **You** want to make a claim or make changes to **Your** insurance cover. This **Policy** is only valid when a completed **Schedule** is attached to it.

About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134, authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of Level 6, 7-15 Macquarie Place, Sydney, NSW 2000.

Hutch Underwriting issues and manages **Your** insurance **Policy** and acts on behalf of the Insurers, being certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457, and Sompo Japan Insurance Inc. Australia Branch.

This means that when issuing this **Policy**, Hutch Underwriting will be acting on behalf of the **Insurers**, not for **You**.

Hutch Underwriting contact details are:

Postal Address: Level 6, 7-15 Macquarie Place,

Sydney, NSW 2000

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

Your insurance broker will arrange this insurance for **You** on **Your** behalf. If **You** have any questions or need any further information concerning **Your** insurance, **You** should contact **Your** insurance broker to assist **You** with **Your** inquiry. **You** should direct all of **Your** correspondence to Hutch Underwriting through **Your** insurance broker.

About CoverRadar Group Pty Ltd

CoverRadar Group Pty Ltd ABN 14 641 225 809 (CoverRadar Group) of Level 6, 7-15 Macquarie Place, Sydney, NSW 2000, holds an Australian Financial Services Licence (number 523647) and is authorised by the Australian Securities and Investments Commission (ASIC) to deal in, and provide general financial advice in connection with, general insurance products. It is also authorised to provide claims handling and settlement services in connection with general insurance products. CoverRadar Group has appointed Hutch Underwriting as its authorised representative. Under the Corporations Act (2001) CoverRadar Group is responsible for the financial services activities carried out by its authorised representative - Hutch Underwriting.

About the Insurer

Section 1: Certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457

Section 2: Sompo Japan Insurance Inc. Australia Branch

Australian branch of Sompo Japan Insurance Inc is based in Australia with registered address at C/- Littlewoods Services Pty Ltd, Level 21, 264 George Street, Sydney NSW 2000 with ARBN 000 837 801 (incorporated in Japan) and AFSL 530900.

Sompo Japan Insurance Inc. is a company incorporated in Japan with registered address at 26-1, Nishi-Shinjuku 1-chome, Shinjuku-ku, Tokyo 160-8338, Japan.

About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

And it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit www.lloyds.com for more information.

About This Policy - Notice to the Insured

The Policy Wording section of this document, **Your** Schedule, any Endorsement or notice **We** give **You**, and information **You** or **Your** broker provide to **Us**, form a legal contract. Please read them carefully, together with the rest of this document to ensure that the Policy is in accordance with **Your** requirements and that **You** understand its terms and conditions. **Your** insurance broker or intermediary who arranged this **Policy** should be contacted as soon as reasonably practicable if any correction is necessary.

When drawing up this insurance, **We** have relied on the information and statements that **You** have provided in the proposal form, declaration or statement of fact. Please read this **Policy**, including Your Schedule, Endorsements and the other information, carefully to ensure that it meets **Your** requirements.

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.

If **You** do not tell **Us** something **You** are required to, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim to the extent of any prejudice suffered by **Us** arising from **Your** failure to comply with this condition, or both, subject always to the Insurance Contracts Act 1984 (Cth).

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed, subject always to the Insurance Contracts Act 1984 (Cth).

Renewal Procedure

Before the **Policy** expires, **We** will advise **You** via **Your** insurance broker, whether **We** intend to offer renewal, and if so, on what terms. This advice also applies for any offer of renewal **We** may make, unless **We** tell **You** otherwise.

It is important that **You** check the terms of any renewal offer before renewing to ensure that the details are correct. In particular:

1. check all limits (including aggregates and sub limit(s)) and applicable **Excesses**, to ensure the levels of cover are appropriate; and
2. provide **Us** with answers to any questions **We** ask, and other information **We** ask for, that **You** believe is accurate.

Please note that **You** need to comply with the duty of disclosure before each renewal.

Cooling Off Period

If **You** change **Your** mind within 14 days of the commencement of **Your Policy**, **You** can cancel it and receive 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 made or are entitled to make a claim. After the cooling off period ends **You** continue to have cancellation rights under the **Policy**. These rights are set out in the General Conditions of this document.

To cancel **Your Policy** within the cooling-off period, contact **Your** insurance broker electronically or in writing.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please speak to Your insurance broker first,

Alternatively, **You** can let Us know and **We** will attempt to resolve **Your** concerns in accordance with **Our** internal dispute resolution procedure.

With respect to **Section** 1, please contact Hutch Underwriting Pty Ltd in the first instance:

Complaints Officer

Hutch Underwriting Pty Ltd

Telephone: 1300 256 056

Email: complaints@hutchunderwriting.com.au

We will acknowledge **We** have received **Your** complaint and aim to resolve the complaint to **Your** satisfaction.

With respect to **Section** 2 please write to Sompo at sompo.complaints@lwds.com.au or post **Your** complaint to:

The Sompo Complaints Officer

C/- Littlewoods Services

Level 21, 264 George Street, Sydney NSW 2000

AUSTRALIA

It will help Sompo to progress **Your** complaint quickly if **You** send the full details of **Your** complaint together with any supporting documents and an explanation of what resolution is expected.

Alternatively, **You** can call the Sompo Complaints Officer on +61 2 9274 3056 between 9am and 5pm AEST, except public holidays.

When **You** first let Sompo know about **Your** complaint or concern, the person trying to resolve **Your** complaint will listen to **You**, consider the facts and attempt to resolve **Your** complaint as soon as possible. If **You** advise that **You** are not satisfied with the outcome, **Your** complaint will be escalated as a dispute through the appropriate Internal Dispute Resolution (IDR) process.

Sections 1 & 2

A complaint decision will be provided to **You** within 30 calendar days. If **We** are unable to meet this timeframe **We** will inform **You** of the reason for the delay.

If **Your** complaint is not resolved to **Your** satisfaction, or **You** do not receive a complaint decision within 30 calendar days of the date on which **You** first made the complaint, **You** can refer **Your** complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA at any time as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

AFCA services are provided to **You** free of charge. **Your** complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may have access to other external dispute resolution options.

Service of Suit

The **Underwriters** participating in this Insurance agree that:

1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice, and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;
2. service of any originating process upon the Lloyd's Underwriters may be affected upon:

   Lloyd's Underwriters' General Representative in Australia

   Post: PO Box R1745

   Royal Exchange NSW 1225

   Email: serviceofsuitaus@lloyds.com

   who has authority to accept service on the Lloyd's Underwriters' behalf until the appointment of another agent for service which is notified to the insured;
3. if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's Underwriters participating on this Insurance as if they had each been individually named as a defendant.
4. any summons notice or process to be served upon Sompo Japan Insurance Inc may be served upon:

   Insurers care of Littlewoods Services Pty Ltd, who has authority to accept service on our behalf. Contact details as follows:

   Mail: C/- Sompo Complaints Officer, Littlewoods Services Pty Ltd, Level 21, 264 George Street, Sydney NSW 2000

In the event of a claim arising under this Insurance notice should be given as soon as reasonably practicable to:

The Claims Manager – Hutch Underwriting

Telephone: 1300 256 056

Email: claims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Privacy

We will collect personal information when **You** deal with us, **Our** agents, other companies in **Our** group, **Underwriters**, or suppliers acting on **Our** behalf. **Underwriters** may in turn pass your personal information including information about your claim onto other parties and service providers. On specific request, **We** will be able to provide **You** with relevant **Underwriters'** privacy policy or notice.

We use **Your** personal information so **We** can do business with **You**, which includes issuing and administering **Our** products and services and processing claims.

Sometimes **We** might send **Your** personal information overseas. The locations **We** send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our privacy policy describes in detail where and from whom **We** collect personal information, as well as where **We** store it and the full list of ways **We** could use it. To get a free copy of it please visit hutchunderwriting.com.au/privacy.

It's up to **You** to decide whether to give us **Your** personal information, but without it **We** might not be able to do business with **You**, including not paying **Your** claim.

Simply contact the Hutch Privacy Officer on the details below if You would like to:

- access the personal information Hutch holds about You;
- update or correct the information Hutch holds about You;
- discuss Your privacy concerns; or
- be removed from the mailing list to receive information about Hutch products and services.

The Privacy Officer

Hutch Underwriting Pty Ltd

Level 6, 7-15 Macquarie Place, Sydney, NSW, 2000

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

Confirmation of Transactions

If **You** need to clarify any of the information contained in this document (including the Policy Wording) or Your Schedule, wish to confirm a transaction, or **You** have any other queries regarding **Your Policy**, **Your** first point of contact is **Your** insurance broker. However, if **You** would also like to contact **Us** directly, please use the contact details above.

Updates to the information in this document

The information in this document is subject to change from time to time. Where permitted by law, **We** may make changes to the way **Your Policy** is managed which may mean that some of the information in this document may become out of date. There may also be other circumstances that arise that mean that some of the information in this document becomes out of date or incorrect.

Where any change to the information in this document is materially adverse to **You**, from the point of view of a reasonable person deciding whether to buy this insurance, **We** will issue **You** with a document to update the relevant information.

Where any change to the information in this document is not materially adverse information, **We** will provide updated information at hutchunderwriting.com.au/construction-insurance **You** can obtain a paper copy of any updated information, or access an electronic copy of it, on request and without charge, by contacting **Us** using the contact details above.

Terrorism Insurance Act 2003

The Commonwealth Government established the Australian Reinsurance Pool Corporation (ARPC) 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.

The requirements of the Act are compulsory and under the present terms of the scheme insurers are required to submit to the ARPC a percentage of the premium **You** pay. If the loss is a result of a declared terrorist incident the ARPC will be responsible for paying **Your** claim in accordance with the **Policy** terms and conditions.

If **You** require further information on the scheme please contact Hutch Underwriting, **Your** insurance adviser or the ARPC.

HOW CLAIMS ARE DEALT WITH

We or the claims administrator reserve the right to appoint a loss adjuster.

If required by **Us** or the **Insurer** or the claims administrator **You** will complete a claim form, report, statement or declaration.

To report a claim, please contact:

The Claims Manager

Telephone: 1300 256 056

Email: claims@hutchunderwriting.com.au

Please quote the policy number (as shown on the **Schedule**) on all correspondence.

Reporting a claim to **Us** shall be deemed notice to the **Insurer**.

We recommend that **You** also advise **Your** insurance broker or intermediary of any incident.

POLICY WORDING

POLICY OPERATION

Our Agreement

Your Policy is an agreement between **You** and **Us**, made up of:

1. this **Policy** wording;
2. **Your Schedule**, which sets out the cover **You** have chosen and any terms specific to **You**.
3. any **Endorsement** or notice **We** give **You** in writing.
4. information supplied to **Us** in submissions made by **You** or **Your** insurance broker, whether verbal or in writing.

Uniform Meaning

This **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been given in any part of this **Policy** or of the **Schedule** shall bear such meaning wherever it may appear unless such meaning is clearly inapplicable in the context that the word or expression appears.

Insuring Clause

Subject to 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**. This cover will be subject to:

1. conditions and exclusions which apply to specific covers or **Sections**;
2. general exclusions, which apply to any claim **You** make under this **Policy**;
3. general conditions, which set out **Your** responsibilities under this **Policy**;
4. claims conditions, which set out **Our** rights and **Your** responsibilities when **You** make a claim; and
5. other terms, which set out how this **Policy** operates.

Provided that **We** shall not be liable under this **Policy** for more than the **Sums Insured** or **Limit of Liability** applying to the applicable cover or **Section**. **Our** liability shall be reduced by any applicable **Deductible** noted in the **Schedule** or **Policy** wording. **Our** liability shall be limited to **Our** proportion noted in the **Schedule**.

Interpretation

In this **Policy**, unless the context otherwise requires:

the singular includes the plural and the plural includes the singular;

if a word or expression is given a definite meaning, then any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

references to an amount of money are references to that amount in Australian dollars;

headings are included for reference purposes only and do not form part of the **Policy** for interpretation; and

references to:

1. statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes,
2. sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.

DEFINITIONS

Some words and expressions used in this **Policy** have a specific meaning, which are defined below and apply to all sections of this **Policy**.

Act of Terrorism means

an act including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Aircraft means

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Business means

the performance and management of any **Insured Contract(s)** described in the **Schedule** including office and/or workshop activities, **Contract Site** visits and associated operations in addition to and in connection with such the **Insured Contract(s)**. It also includes the occupation of premises by **You** (whether or not **You** own the premises), the provision and management of canteen, social, sports, welfare or childcare organisations for the benefit of **Your Employees** and internal first aid, fire and ambulance services, formed with **Your** consent.

Compensation means

monies paid or agreed to be paid by judgment, award or settlement for **Personal Injury** or **Property Damage**.

Computer System means

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Contract means

the contract or agreement between the **Insured** and any **Principal** that gives rise to the **Contract Works** and includes any sub-contract or sub-agreement entered into pursuant to such contract or agreement.

Contract Site means

the Project Location(s) specified in the **Schedule** where any **Contract Works** are carried out by **You** as required by the **Insured Contract**.

Contract Value means

the value of the **Contract Works** specified in the **Insured Contract**.

Contract Works means

the permanent and temporary works executed in performance of the **Contract** or speculative development and the **Principal Supplied Materials** used in connection with the **Contract**.

Contractors Plant Tools and Equipment means

Major Plant and **Minor Plant**.

Cyber Loss means

any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Cyber Act means

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data means

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media means

any **Property Insured** by this **Policy** on which **Data** can be stored but not the **Data** itself.

Damage means

unforeseen physical loss, physical destruction, or physical damage.

Deductible means

the amount(s) specified in the **Schedule** or elsewhere in the **Policy** payable by **You** towards each loss or series of losses resulting from the one original source or cause, including costs incurred in defence of such claims.

Deferred Purchase means

an arrangement whereby the **Named Insured** enters into an agreement which entitles the **Insured** to defer payment for **Property Insured** for a period in excess of usual trade credit.

Electronic Data means

any facts, concepts, and/or information converted to a form usable for communications, displays, distribution, processing by electronic, electromechanical data processing, electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

Employee means

any person engaged by **You** under a contract of service or apprenticeship. This includes both statutory and common law employees.

Employees' Tools means

any personal tools and effects the property of the **Insured's Employees** other than motor vehicles precious metals precious stones or articles made therefrom or money.

Employment Practices means

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by **You** or on **Your** behalf.

Endorsement means

a variation in the terms and conditions (or change of details) of the **Policy** evidenced in writing by **Us**.

Existing Structure means

any permanent structure or building including all fixings and attachments located at the **Contract Site** prior to the commencement of the **Contract Works**.

Flood means

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

1. any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
2. any reservoir, canal or dam.

Hired-In Plant means

plant, tools or equipment hired in by the **Named Insured** for use in connection with the **Contract Works**, and for which the **Named Insured** is legally responsible.

Insolvency Event means

in respect of any **Named Insured**, any of the following:

1. the party is or becomes "insolvent" or "insolvent under administration" (as those terms are defined by the Corporations Act 2001 (Cth));
2. the party makes a proposal for or enters into any compromise or arrangement with creditors, other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of such party;
3. the party suspends, ceases, or permanently discontinues the carrying on of all or a substantial part of its business;
4. a petition is filed, a notice is given, a resolution is passed, proceedings are initiated, or an order is made, for or in connection with the party's winding up;
5. an application is made to court, or an order is made, for the appointment of a receiver, manager, or administrator; or a notice of intention to appoint a receiver, manager or administrator is given; or a secured creditor appoints a receiver or manager; or
6. the party undertakes, carries out, suffers or is subject to any substantially equivalent action, event, circumstance, or procedure to those set out above in a jurisdiction other than the Commonwealth of Australia.

Insured Contract means

the written contract(s) or agreement(s) specified in the **Schedule** between the **Named Insured** and any **Principal** (or, in the case of a **Principal**-controlled project, between the **Named Insured** and the head contractor) that gives rise to the **Contract Works**, and includes any sub-contract entered into pursuant to such contract(s) or agreement(s), provided that the contract(s) or agreement(s):

1. has an estimated **Contract Value** in aggregate not greater than the **Maximum Contract Value** at commencement of the **Contract Works**; and
2. has a construction period not greater than the **Policy Period** specified in the **Schedule**.

Insurer means

in respect of **Section** 1: Certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457; and in respect of **Section** 2: Sompo Japan Insurance Inc. Australia Branch.

Limit of Liability means

the applicable limit of **Our** total liability specified in the **Schedule** as it pertains to a **Section** or extension of cover under this **Policy**.

Maintenance Period means

the lesser of the **Maximum Maintenance Period** and the period specified in any **Insured Contract** during which **You** are legally obliged to:

1. rectify defects, shrinkages, errors, omissions or other faults; and/or
2. complete **Your** obligations under such **Insured Contract(s)** for the maximum period specified in the **Insured Contract(s)**.

Where there is no formal agreement between **Principal** and contractor for a **Maintenance Period**, the **Maintenance Period** for the purpose of this insurance is nil.

Major Peril means

earthquake, explosion, **Storm**, **Flood**, rain, **Water Damage**, landslip, erosion, **Subsidence**, fire, snow, ice, volcanic action, tsunami, erosion or collapse.

Major Plant means

cranes, hoists, excavators, loaders, graders, rollers, trenching and piling equipment, concreting plant, lifting devices and mobile construction machinery or **Vehicles**.

Market Value means

the cost of replacing lost or damaged property with property of similar age, condition and capacity, including any necessary installation and commissioning costs.

Maximum Contract Value means

the maximum **Contract Value**, inclusive of the limit for variations and escalation, specified in the **Schedule**, beyond which the **Contract Works** are not insured under this **Policy**.

Maximum Maintenance Period means

the maximum maintenance period as specified in the **Schedule**.

Minor Peril means

any cause other than a **Major Peril**.

Minor Plant means

Employees' Tools and any plant, equipment and tools which are not **Major Plant**.

Named Cyclone means

any tropical cyclone named by the Australian Bureau of Meteorology, Tropical Cyclone Warning Centre including any associated rain depression.

Named Insured means

the insured named in the **Schedule**.

Occurrence means

an event, including continuous or repeated exposure to substantially the same general conditions, which gives rise to a liability covered under the **Policy** neither expected nor intended by **You**.

All events attributable to one original source or cause will be considered as one Occurrence.

Period of Insurance means

the **Policy Period** shown as such in the **Schedule**, except it does not begin until the **Contract Works** commence and continues until **Practical Completion** or the end date of the **Policy Period** shown as such in the **Schedule**, whichever is the earlier. The **Maintenance Period** (if applicable) will immediately follow, but only where **Practical Completion** takes place before the end date of the **Policy Period**.

Notwithstanding the above the **Period of Insurance** for each part of the **Contract Works** will end at the time the part:

1. attains **Practical Completion**;
2. is taken over by the **Principal**;
3. is put into service;
4. is deemed a separable portion (or the equivalent); or
5. has a certificate of partial completion (or the equivalent) issued,

whichever occurs first, provided that the **Period of Insurance** will not be later than that shown in the **Schedule**. This will apply even if the **Contract Works** as a whole has not yet attained **Practical Completion**. The **Maintenance Period** (if applicable) for that part will immediately follow.

Personal Injury means

1. bodily injury, death, illness, shock, fright, mental anguish, or mental injury. In the event of any claims for **Personal Injury** arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed and to be covered under this **Policy** that diagnosis must first occur during the **Period of Insurance**;
2. wrongful arrest, false detention, false imprisonment or malicious prosecution;
3. wrongful entry or wrongful eviction or other invasion of privacy;
4. defamation;
5. assault and battery not committed by **You** or at **Your** direction unless reasonably committed for the purpose of preventing or eliminating danger to people or property.

Policy means

this **Policy** wording, **Your Schedule**, and any **Endorsement** or notice issued to **You** which amends the **Policy** wording or **Schedule** and information supplied to **Us** in submissions made by **You** or **Your** insurance broker, whether verbal or in writing.

Policy Period means

the period for which the **Policy** is in force. The period begins and ends at the dates specified in the **Schedule**.

Pollutant means

any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to smoke, dust, vapour, soot, fumes, acids, alkalis, chemicals, organisms and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Practical Completion means

the earlier of

1. when the **Contract Works** has been completed except for minor omissions and minor defects which do not prevent the **Contract Works** from being capable of being occupied or put into use; or
2. when the certificate of practical completion for the **Contract Works** is issued.

Principal means

the owner or lessee or property developer for whom the **Contract Works** is performed.

Principal Supplied Materials means

materials supplied by or provided to the **Named Insured** by the **Principal** for inclusion in the **Contract Works** for which the **Insured** is responsible under the terms of the **Contract** and which are not otherwise excluded from this **Policy**.

Product(s) means

any good(s), product(s) or property that **You** have manufactured, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed in the course of the **Business**.

However, none of these things is deemed to be a **Product** until after it has left **Your** physical custody and legal control.

Property Damage means

1. physical damage to, physical loss of, or physical destruction of tangible property including any resulting loss of use of that property; or
2. loss of use of tangible property which has not been physically damaged, lost or destroyed

resulting from an **Occurrence**.

Property in Care, Custody or Control means

the whole of the tangible property not owned by **You** which its third-party owner has entrusted to **You** to have physical control over and/or safe-keep and/or be responsible for whilst it is so entrusted to **You**.

Property Insured means

all real and personal tangible property of every kind and description, not hereinafter excluded,

including:

1. materials, goods, equipment and supplies (including **Principal Supplied Materials**) forming a permanent part of, or which will form a permanent part of, the **Contract**;
2. temporary works and/or structures erected, installed and/or constructed by the Insured for the purpose of completing the **Contract**, including but not limited to, props, formwork, falsework, hoardings, bunding, bridging, slipform, shuttering and the like;
3. contract consumables, including, but not limited to, oil, petrol, first aid equipment, safety boots and the like;
4. plans, files, records, specifications and the like pertaining to the **Contract** in book or similar document form or held on computer software;
5. temporary buildings and accommodation (including site offices, portable houses, caravans, mess accommodation, workers' camp, stores and workshops) and their contents;

owned by the **Named Insured**, or in the **Insured's Care, Custody** or **Control**, or for which the **Named Insured** is legally liable or has assumed the responsibility to insure, and which is to be used in the course of construction of, or in connection with or for the purpose of, the **Contract**.

Replacement Value means

1. where property is lost or destroyed;
   a. in the case of a building, the rebuilding thereof; or
   b. in the case of property other than a building, the replacement thereof, by similar property.

   To in either case a condition equal to but not better or more extensive than its condition when new.
2. where property is **Damaged**; the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Schedule means

the schedule of cover attaching to and forming part of this **Policy** which includes **Your** specific details of the items insured (including the **Sums Insured**), the **Policy Period**, the **Territorial Limits**, any **Deductible** or **Deductibles**, and the **Premium**.

Section means

the sections of different cover available under this **Policy** as described in this document.

Storm means

a violent weather condition including but not limited to, windstorm, **Named Cyclone**, cyclone, tornado, thunderstorm, hailstorm, or snowstorm.

Sub-Limit of Indemnity means
the applicable limit of **Our** liability specified in the **Schedule** or the **Policy** relating to an Extension under this **Policy**.

Subsidence means

earth movement, landslide, mudslide, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

Sum Insured means

the value insured for each of the insured items specified in the **Schedule**.

Territorial Limits means

anywhere within Australia or its territories unless otherwise specified in the **Schedule**.

Testing and Commissioning Period means

the period which commences when live load is introduced, including the use of gas, electricity, water, utilities, feedstock or other materials for processing or other media to simulate working conditions and ends:

1. at the completion of testing and commissioning under the **Insured Contract**; or
2. at the expiration of the maximum testing and commissioning period; or
3. at the expiration of the Maximum Construction Period specified in the **Schedule** for each **Insured Contract**;

whichever occurs first.

Simple functional testing without the application of live load or simple functional checks of components of individual machines which do not involve any loading are not considered part of the testing and commissioning period.

Underwriters means

the **Insurer**.

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.

Water Damage means

any damage caused by water including water ingress, or escape of liquids.

Watercraft means

any vessel, hovercraft, craft or thing made or intended to float on or in or travel on or through or under water.

We, Our, Us means

for **Section** 1: Certain underwriters at Lloyd's and Hutch Underwriting acting as agent for certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457.

for **Section** 2: Sompo Japan Insurance Inc. Australia Branch and Hutch Underwriting acting as agent for Sompo Japan Insurance Inc. Australia Branch.

Workers means

1. any person provided to **You** on a temporary or permanent basis under a contract with a provider of contract labour hire personnel and such person remains an employee of that provider;
2. any person (including a person who may be a director, executive officer or an employee of a contractor), contracted to perform work for **You** or under **Your** direct supervision or control in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of **Your Business**;
3. any person (including a person who may be a director, executive officer or an employee of a subcontractor or any of their contractors or subcontractors) subcontracted to perform work on the same work site as **You**.

You, Your, Insured means

the person or entities described in 1 to 4 below.

1. the **Named Insured** in the **Schedule**;
2. additional insured(s) with whom the **Named Insured** has entered into a contract for the performance of any part or parts of the **Contract Works**, including:
   a. any **Principal**;
   b. any head contractor;
   c. any project manager;
   d. any sub-contractors

   only where:
   i. their interests are required by written contractual obligation to be insured jointly by the **Named Insured**; and
   ii. only to the extent required by the contract; and
   iii. the obligation was in effect before anything happened that could give rise to a claim; and

   in respect of work performed as a part of the **Contract Works** whilst at the **Contract Site**, the value of which is included in the declaration of **Turnover** and **Contract Value**, and only to the extent to which they are not insured for the same loss under any other contract of insurance.
3. any office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the insured parties shown in paragraphs 1 and 2 in respect of claims arising from their duties connected with the activities of any such club, organisation or service;
4. any professional consultants, engineers, architects, manufacturers, suppliers or distributors required by the **Insured Contract** to be included as an insured party, but solely for their manual on site activities associated with the **Contract Works** while at the **Contract Site**.

GENERAL EXCLUSIONS

The following general exclusions apply to this **Policy**. There are also exclusions which apply exclusively to **Section** 1 and **Section** 2, which are detailed separately in each **Section**.

Aircraft

The **Policy** does not cover any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of any nature arising out of or in any way connected with **Aircraft** (including any plant or equipment mounted thereon) or **Damage** to **Property Insured** on such **Aircraft**.

Asbestos

This **Policy** does not cover any claims of any kind whatsoever directly or indirectly relating to, aggravated by, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos in whatever form or quantity; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos in whatever form or quantity.

Notwithstanding any other provisions of this **Policy**, **Insurers** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

Cessation of Work

In the event of stoppage of work by the **Named Insured** on the **Contract Site** from any cause for more than sixty (60) days, cover under this **Policy** shall be suspended unless its continuance is agreed in writing by **Us** (such agreement not to be unreasonably refused). In the event of such total or partial cessation of work the **Named Insured** shall use due diligence and do all things reasonably practicable to protect the **Property Insured** and secure the **Contract Site**.

Cladding

The **Policy** does not cover any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of any nature arising out of or in any way connected with any external insulation and finishing system, wall panelling, cladding or façade material of any kind, that is:

1. not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or **Building Codes**; or
2. installed, applied, specified or utilised in such a manner that is not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or **Building Codes**.

For the purpose of this exclusion, **Building Codes** means:

1. Australian Standards, as published and amended from time to time, by Standards Australia Limited; or
2. the National Construction Code, including the Building Code of Australia, or any superseding document, published and amended from time to time, by the Australian Building Codes Board; or
3. any conditions of use or application approved by a recognised, and relevant, building standards organisation; or
4. any standards, codes, or conditions of use or application that are published or approved by similar organisations to those outlines in 1. to 3. above, in any other relevant jurisdiction.

Civil Commotion

The **Policy** does not cover any, claim, loss, damage, destruction, **Compensation**, **Defence Costs,** liability, cost or expense of any nature arising out of or in any way connected with civil commotion, riot, strike, lock-out, labour disturbances, acts of persons operating on behalf of or in connections with any political organisation.

Communicable Disease

Notwithstanding any provision to the contrary within this insurance, this **Policy** does not insure any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Corrosion, Deterioration, and Wear and Tear

The **Policy** does not cover any, claim, loss, damage, destruction, **Compensation**, **Defence Costs,** liability, cost or expense of any nature arising out of or in any way connected with oxidation, corrosion, wear and tear, gradual deterioration, change of colour, dampness of atmosphere or other variations in temperature or atmospheric conditions, deterioration due to lack of use, evaporation, latent defect, change in texture or finish, or smog or smoke from industrial operations; but this exclusion shall not apply to **Damage** to any other part of the **Property Insured** free from any such condition.

Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows: -

1. This **Policy** does not insure loss, **Compensation, Defence Costs**, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

   Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

   Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

   However, in the event that a peril listed below results from any of the matters described in paragraph 1 above, this **Policy**, subject to all its terms, conditions and exclusions, will cover **Property Damage** occurring during the **Policy Period** to **Property Insured** by this **Policy** directly caused by the following listed perils.

   - Fire
   - Explosion

Partial Occupancy

The **Policy** will not cover claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of any nature caused by or arising out of the use, or any preparation for the use of any part taken over by the **Principal** or put in to use, where such use or preparation was not included or documented in the original project specifications or project design.

Pathogenic Organisms Exclusion

This **Policy** will not provide indemnity:

1. For loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss; or
2. Against any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from any **Pathogenic Organism**.

For the purposes of this Exclusion **Pathogenic Organism** shall include but not limited to the following: -

Mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that **Insurers** shall not be under any duty to defend the insured in any proceedings in connection with any **Pathogenic Organism** claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any **Pathogenic Organism** occurred.

Pests, vermin, and biological contaminants

The **Policy** does not cover any, claim, loss, damage, destruction, **Compensation**, **Defence Costs,** liability, cost or expense of any nature arising out of or in any way connected with moths, termites or other insects, vermin or other pests, wet or dry rot.

Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this **Policy** cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
5. any chemical, biological, bio-chemical, or electromagnetic weapon.

Sanctions

No **Insurer** shall be deemed to provide cover and no **Insurer** shall be liable to pay any claim or provide any benefit under the **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, Japan, New Zealand, United Kingdom or United States of America.

Terrorism

Notwithstanding any provision to the contrary within this **Policy** or any **Endorsement** thereto it is agreed that this **Policy** excludes any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of whatsoever 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**

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Transit by Air & Sea

This **Policy** does not cover claim, loss, damage, destruction, **Compensation Defence Costs**, liability, cost or expense occurring whilst the **Property Insured** is in transit by sea or air.

Vehicles

The **Policy** does not cover any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of any nature arising out of or in any way connected with **Vehicles** required by law to be registered for road use or insured for third party bodily injury liability (whether or not that insurance is effected).

However, this exclusion will not apply for **Your** legal liability to pay **Compensation** for **Bodily Injury** and **Property Damage** occurring during the **Policy Period** arising from any **Vehicle** used on or within 100 metres of any **Contract Site** in direct connection with the **Contract Works** or within 100 metres of the place where it is normally stored.

War and Civil War

Notwithstanding anything to the contrary contained in the **Policy**, this **Policy** does not cover any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

War and Cyber Operation exclusion

Notwithstanding any provision to the contrary in this **Policy**, this **Policy** does not cover that part of any claim, loss, damage, destruction, **Compensation**, **Defence Costs**, liability, cost or expense of any kind (together "loss"):

1. directly or indirectly arising from a **War**; and/or
2. arising from a **Cyber Operation** that is carried out as part of a **War**, or the immediate preparation for a **War**; and/or
3. arising from a **Cyber Operation** that causes a **State** to become an **Impacted State**. This paragraph 3 shall not apply to the direct or indirect effect of a **Cyber Operation** on a **Computer System** used by the **Insured** or its third-party service providers that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

<u>Attribution of a **Cyber Operation** to a **State**</u>

Notwithstanding the **Insurer's** burden of proof, which shall remain unchanged by this clause, in determining attribution of a **Cyber Operation** to a **State**, the **Named Insured** and **Insurer** will consider such objectively reasonable evidence that is available to them. Further to any legally permissible evidence, this may include formal or official attribution by the government of the **State** in which the **Computer System** affected by the **Cyber Operation** is physically located to another **State** or those acting at its direction or under its control.

For the purposes of this **War** and **Cyber Operation** exclusion:

Computer System means

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of computer system in this exclusion and the **Policy**, the definition in the **Policy** shall apply.

Cyber Operation means

the use of a **Computer System** by, at the direction of, or under the control of a **State** to disrupt, deny, degrade, copy, remove, manipulate or destroy information in a **Computer System**.

Essential Service means

a service that is essential for the maintenance of vital functions of a **State** including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

Impacted State means

any **State** where a **Cyber Operation** has had a major detrimental impact on:

1. the functioning of that **State** due to disruption to the availability, integrity or delivery of an **Essential Service** in that **State**, and/or
2. the security or defence of that **State**.

State means

a sovereign state.

War means

armed conflict involving physical force:

1. by a **State** against another **State**, or
2. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether **War** be declared or not.

Watercraft

This **Policy** does not cover **Watercraft** (including any plant or equipment mounted thereon).

Water Table Level

This **Policy** does not cover damage attributable solely to a change in the water table level.

Wilful Act

This **Policy** does not cover damage caused by the wilful act or wilful neglect of the **Named Insured**.

GENERAL CONDITIONS

Observance of Terms and Condition

The following General Conditions apply to all Sections of the **Policy**. The General Conditions impact the way the **Policy** works and if **You** fail to fulfil **Your** obligations under them, or under any other term of the **Policy**, it may have an adverse effect on the cover provided to **You** or **Your** claim under the **Policy**.

Alteration

Any alteration in any material fact or otherwise regarding construction methods or procedures or any other information contained in or omitted from any underwriting information supplied to **Us** shall not prejudice this **Policy** which shall be held covered subject to notification to **Us** as soon reasonably practicable upon the alteration or omission becoming known to the **Named Insured**, and then subject to any variation in the terms and conditions which may be mutually agreed between the **Insured** and **Us**.

Where a change in risk described above occurs and declared by **You**, **We** may:

1. where the change reduces the risk **We** insure **You** for, repay to **You** a portion of the premium paid; or
2. where the change increases the risk **We** insure **You** for, **We** may refuse to pay a claim in whole or in part or cancel the **Policy** in its entirety.

However **We** will not pay for any damage, **Compensation, Defence Costs, Bodily Injury, Property Damage**, loss or **Your** liability if **You** make or allow any material alteration that increases the risk, that **We** would have not agreed.

Insolvency Event

The **Named Insured** must immediately notify **Us** of an **Insolvency Event** in respect of itself or any other party specifically named as a **Named Insured** in the **Schedule**.

Cancellation

1. **You** may cancel this **Policy** by giving notice in writing to **Us**. If such notice is given, the cancellation will take effect on the day the notice is received by **Us**.
2. **We** may cancel this **Policy** in any of the circumstances set out in the Insurance Contracts Act 1984 (Cth).
3. If **We** cancel this **Policy** due to the non-payment of the premium within the sixty (60) days credit terms, such cancellation is to take effect three (3) business days from the time written notification of the cancellation is received by You or 14 days from the Payment Due Date, whichever is the later.
4. After cancellation by **You** a refund of premium will be returned to **You** pro rata for the unused **Policy Period**.
5. When the premium is subject to adjustment, cancellation will not affect **Your** obligation to supply to **Us** such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.
6. In the event of a claim or claims having been notified to **Us** prior to the effective date of cancellation there will be no refund of premium of the unused part of the **Policy Period**.

Notwithstanding any provision contained in this **Policy**, the **Policy** cover for the **Named Insured** shall immediately cease on the happening of an Insolvency Event to such party. The Insurer will, within a reasonable time after becoming aware of such an event, notify such party of such cessation. From the effective date of this cessation of cover, the **Policy** will continue to provide cover to such party during the **Policy Period** in respect of any loss or damage (and costs incurred in relation to any loss or damage) which occurs prior to this date, or for any liability that arises from conduct that occurred prior to this date.

Upon cancellation, **You** must provide your actual **Contract Value** and **We** will calculate your adjusted premium.

No refund of premium will be payable where the adjusted premium is less than the minimum deposit premium, pro-rated for time on risk.

Contract Covered

We will only indemnify **You** for the contract specified in the **Schedule** as **Insured Contract**.

Premium Payment

You must pay the premium to **Us** in full within sixty (60) days of inception of this **Policy**. If the premium due under this **Policy** has not been paid to **Us** by the 60th day from the inception of this **Policy**, **We** shall have the right to cancel this **Policy** with effect from inception by notifying the **Named Insured** via their insurance broker in writing.

It is agreed that **We** shall give not less than fourteen (14) days prior notice of cancellation to the **Named Insured** via their insurance broker. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period and this **Policy** shall be null and void with effect from inception.

Goods and Services Tax (GST)

This **Policy** covers the **Named Insured** for GST liability on settlement of claims, arising under Section 78-30 of A New Tax System (Goods and Services Tax) Act 1999.

Any payment **We** make to the **Named Insured** in this respect is in addition to the **Policy**.

We will pay these claims after the **Named Insured** has provided **Us** with the appropriate approved notification to the Commissioner of taxation as required under Section 23 of the A New Tax System (Goods and Services Tax Transition) Act 1999.

Where the GST inclusive claim settlement amount exceeds the **Policy Sum Insured**, **We** may pay the **Named Insured** an amount up to 10% above the maximum amount payable under the **Policy**, to take account of the **Insured's** GST liability on the claim settlement, subject to any payment made in respect of the **Named Insured's** Section 78-30 liability.

Claims for **Property Damage** will be paid under the basis of GST inclusive cost of repair or replacement unless the **Named Insured** is entitled to an input tax credit on the repair or replacement, in which case **We** will deduct the amount of that input tax credit from the claim.

Third Party Rights

It is not the intention of this **Policy** that any party except **Us** and those named or defined as "Insureds" herein or other parties specifically indemnified by this **Policy** should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

Premium Adjustment

A deposit premium will be calculated by applying the rate of premium to the estimated **Contract Value** to be insured. At the end of the **Period of Insurance**, You must complete a declaration form confirming the total final **Contract Value**. If the final **Contract Value** is greater than the estimated **Contract Value**, the premium will be adjusted on the difference up to but not exceeding the limit for Variations and Escalation specified in the **Schedule**. 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. Reducing any automatic sums insured under Additional Benefits will not reduce the premium.

Law & Jurisdiction

This **Policy** shall be governed by the laws of the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts of the Commonwealth of Australia.

Minimum and Deposit Premium

Unless otherwise specified in the **Schedule** this **Policy** is subject to a minimum and deposit premium of 100% of the premium specified in the **Schedule** at the commencement of this **Policy**.

Precautions

The **Named Insured** shall take and cause to be taken all reasonable care and precautions to:

1. prevent **Damage** to the **Property Insured**;
2. minimise the cost of any claim under this **Policy**
3. prevent loss, **Damage**, or **Personal Injury** in the selection of labour, contractors and consultants;
4. ensure that all applicable statutory requirements and other regulations relating to the **Contract Site** and **Property Insured** are observed;
5. ensure the operations and activities at the **Contract Site** are performed so as to minimize the risk of any loss or damage;
6. ensure that they maintain in efficient condition all premises, fittings, plant and appliances used in connection with the **Contract** covered by this **Policy**.

We shall not pay for **Damage**, injury, loss or **Your** liability to which **Your** failure to take reasonable care is a contributing factor.

Right to Inspect

We or **Our** representatives shall have the right to examine at all reasonable times any **Property Insured** including but not limited to premises works, machinery and appliances thereof, or financial or other records, as reasonably required for this insurance or a claim hereunder, but **We** assume no responsibility by reason of such inspection.

If an inspection reveals any risk which **We** consider unsatisfactory **We** may reasonably alter the terms and conditions of cover including requiring **You** to take additional reasonable precautions to minimise the risk that are reasonable in the circumstances.

Series Defects

If the development or discovery of a defect in any part of the **Property Insured** by **Section** 1 shall indicate or suggest that similar defects exist in other parts of the said property the **Named Insured** shall forthwith investigate and if necessary rectify the defects in such other parts at their own expense or alternatively bear all losses arising out of the said defects.

Several Liability Notice

The subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

Taken Into Use

Coverage for any **Insured Contract** will cease only when all operations to be performed by or on behalf of the **Insured** under the **Insured Contract** have been completed.

This **Policy** will continue in force in respect of works including (if applicable) **Existing Structures** and/or facades and/or other property in the **Named Insured's** custody or control for which the **Named Insured** remains responsible notwithstanding such works including **Existing Structures** and/or facades and/or other property in the **Named Insured's** custody or control shall be occupied or taken into use, in whole or in part, however, this insurance will not cover any loss or damage or liability or cost caused by or arising out of the use, or any preparation for the use of such part where such use or preparation was not included or documented in the original project specifications or design.

CLAIMS CONDITIONS

The conditions below apply to the **Policy** as a whole notwithstanding any industry practice, norm, custom or regulation that may differ from any of the conditions

Abandoned Undamaged Portion of a Structure

Where any **Property Insured** being a structure is **Damaged** but not destroyed and due to the requirement of any law or of any local government or other statutory authority, reinstatement of such structure has to be carried out upon another site, the abandoned undamaged portion of such structure shall be deemed to have been destroyed.

If however, the resale value of the original site is increased by virtue of the presence of the abandoned portion of such structure, then such increase in resale value shall be regarded as salvage and that amount shall be paid to **Us** by the **Named Insured** upon completion of the sale of the site or shall be deducted from the final amount of any moneys payable by **Us** under this **Policy**, whichever shall occur later.

Abandonment

The **Named Insured** shall not be entitled to abandon any property to **Us** whether taken into possession by **Us** or not.

Action by the Named Insured

The **Named Insured** shall:

1. give **Us** notice as soon as reasonably practicable by telephone and in writing and at their own expense supply:
   a. such proofs of claim as may be reasonably be required by **Us**;

b. and any evidence and information that may be reasonably required by **Us** for the purposes of investigating or verifying the claim;

c. and (if demanded) a statutory declaration of truth of the claim and any matters connected therewith;

d. and details of all other policies covering the event or part of it;

No settlement, admission of liability, payment or promise of payment shall be made to a third party without **Our** written consent;

2. preserve any damaged or defective property which might prove necessary as evidence for examination by **Us** or **Our** representatives;

3. in the case of property lost stolen or maliciously **Damaged** take all practicable steps (including the giving of notice to the police as soon as reasonably practicable) to discover any guilty person and to trace and recover the missing property.

   The police must be informed as soon as reasonably practicable in all cases in respect of **Damage** due to theft, burglary or malicious act;

4. in the case of any claim made upon the **Insured** by any third party forward to **Us** as soon as reasonably practicable and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings. Any writ or summons issued against the **Named Insured** by a third party should be notified to **Us** as soon as reasonably practicable;

5. take action to minimise, and prevent further **Damage**, to avoid interruption or interference with the **Insured's Business** and if relevant, take all practicable steps to discover any persons responsible for the theft or **Damage** and to trace and recover missing property.

No claim shall be payable unless the terms of this condition have been complied with and in the event of non-compliance any payment on account of the claim already made shall be repaid to **Us** forthwith.

Arbitration

The **Named Insured** agrees:

1. subject to a reasonable request by **Us** for permission, to permit **Us** to pursue legal, arbitration or other proceedings in the name of and on behalf of the Insured to challenge, appeal, open up or amend any decision, direction, award or the exercise of any power of an adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator.

   The **Named Insured** will give all such assistance as **We** may reasonably require in relation to such proceedings.

2. not to accept the decision of any adjudicator as finally determining the related dispute without **Our** prior consent (which will not be unreasonably withheld).

Automatic Reinstatement

In respect of **Section** 1 and **Section** 2, in consideration of the **Sum Insured** not being reduced by the amount of any claim, the **Named Insured** shall pay a pro rata premium on the amount of such **Occurrence** from the date thereof to the date of the expiry of the **Policy Period**. Such additional premium shall be disregarded for the purpose of any Premium under the Declaration Adjustment condition.

Fraudulent Claims

If any claim is made by or on behalf of the **Named Insured** which is in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement is made in support thereof then no claim shall be recoverable hereunder, and **We** may by law have the right to cancel this **Policy**.

Marine / Non Marine Sharing Agreement

In the event of **Damage** to the **Property Insured** being discovered after the risk has terminated under a marine cargo insurance policy and if after proper investigation it is not possible to ascertain whether the cause of such **Damage** to the **Property Insured** happened prior to termination of the marine or transit venture or subsequently, it is understood and agreed that this **Policy** shall respond to 50% of the properly adjusted claim provided that the marine cargo insurance policy also includes a similar clause and similar payment is made thereunder, such payment to be without prejudice to subsequent final apportionment of the claim.

Notice of Claims

Notice of an incident or of an event or circumstances which may lead to a claim by any one **Named Insured** or their agent shall be accepted by **Us** as notice of that **Occurrence** by all of the **Insured** parties.

Options for Claims Settlement

We may at **Our** sole option repair reinstate or replace any **Property Insured** lost or **Damaged** or pay the amount of the **Damage** in money. **We** shall not be responsible for temporary repairs carried out without **Our** consent (which will not be unreasonably withheld) and any consequences thereof nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair, unless such temporary repairs are made in accordance with an Expediting Expenses clause. Where **Damage** is confined to a part of a machine or structure **We** shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the **Insured** is responsible.

Other Insurance

You must notify **Us** of any other insurance which will or may, whether in whole or in part, cover any loss insured under **Your Policy**.

If at the time of any loss, **Damage** or liability there is any other insurance (whether effected by **You** or by any other person) which covers the same loss, **Damage** or liability **You** must provide **Us** with any reasonable assistance **We** require to make a claim for contribution from any other insurer(s).

Payment on Account

At **Our** discretion payments on account may be made to the **Named Insured** following covered **Damage** under this **Policy** but in no case shall any payment exceed **Our** liability in respect of such **Damage**.

Subrogation

The **Named Insured** shall, at **Our** request and expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon its paying for or making good any **Damage** under this **Policy**, whether such acts and things shall be or become necessary or required before or after the **Named Insured's** indemnification by **Us**.

If **We** make any recovery as a result of such action, **You** may only recover from **Us** any amount by which the amount recovered by **Us** exceeded the amount paid to **You** by **Us** in relation to the loss.

Undamaged Foundations

Where any **Property Insured** constructed on its own foundations is **Damaged** but its foundations are not destroyed and due to the requirement of any law or of any local government or statutory authority reinstatement of the building has to be carried out upon another site, the abandoned foundations shall be considered as having been destroyed. If, however, the resale value of the original building site is increased by virtue of the presence of the abandoned foundations, then such increase in resale value shall be regarded as salvage and that amount shall be paid to **Us** by the **Named Insured** upon completion of the sale of the site, or shall be deducted from the final amount of any moneys payable by **Us** under this **Policy**, whichever shall occur later.

Foundations are deemed to include services such as, but not limited to, conduits, pipes, cables and wiring built into the footings and foundations (including concrete floor slabs).

Our Rights

On the happening of any **Damage** in respect of which a claim is or may be made under this **Policy We** and every person authorised by **Us** may, without thereby incurring any liability, and without diminishing **Our** right to rely upon any Conditions of this **Policy**, enter, take or keep possession of any building or premises where the **Damage** has happened and may take possession of or require to be delivered to **Us** any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence, of the **Named Insured** to **Us** so to do. If the **Named Insured** or anyone acting on the **Named Insured's** behalf shall not comply with **Our** requirements or shall hinder or obstruct **Us** in doing any of the abovementioned acts, then all benefits under this **Policy** shall be forfeited. The **Named Insured** shall not in any case be entitled to abandon any property to **Us** whether taken possession of by **Us** or not.

72 Hours

All **Damage** to **Property Insured** which occurs during any period of seventy-two (72) consecutive hours and which is caused by **Flood**, **Storm**, tempest, **Water Damage**, **Subsidence**, collapse or earthquake shall be considered for the purpose of the application of any **Deductible** as resulting from the one original source or cause. Each period shall be deemed to have commenced on the first happening of any such **Damage** which does not occur within any prior period of seventy-two (72) consecutive hours. This condition shall apply to any of these causes whether continuous or sporadic in their sweep or scope and whether the **Damage** was due to the same seismological condition. The **Named Insured** shall select the time from which any such period shall commence but no two (2) such selected periods shall overlap.

SPECIAL CONDITIONS

Special Precautions

The **Named Insured** shall maintain the **Property Insured** hereunder in an efficient condition and fit for its purpose and shall ensure that any property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

Subrogation Waiver

Notwithstanding the Subrogation Claims Condition **We** agree to waive any rights and remedies or relief to which **We** may become entitled by subrogation against any **Insured** named or described by this **Policy**.

This Subrogation Waiver extends to include all directors, officers, **Employees** or servants of any of the **Named Insured** entities.

SECTION 1 – MATERIAL DAMAGE

INSURANCE PROVIDED

This **Section** 1 must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

Contract Works

Subject to any general exclusions, or specific exclusions to this Section 1, **We** will indemnify **You**, in accordance with the basis of settlement, for **Damage** to the **Contract Works**:

1. whilst **You** are undertaking the **Insured Contract** at the **Contract Site** during the **Period of Insurance**;
2. during **Testing and Commissioning** of the **Contract Works** (where **Testing and Commissioning** is specified in the **Schedule**), provided that such **Damage**:
   a. arises out of electrical or mechanical breakdown, failure or derangement resulting from testing or commissioning at the **Contract Site**; and
   b. occurs during the **Testing and Commissioning Period**.
3. which manifests itself during the **Maintenance Period** provided such **Damage** originates from a cause arising out of the:
   a. **Contract Works** carried out by **You** during the **Period of Insurance** at the **Contract Site**; or
   b. course of operations carried out by **You** in complying with the obligations of the maintenance clause(s) of the **Insured Contract** at the **Contract Site**,

provided always that **Our** liability for any one loss in respect to 1, 2 and 3 above will not exceed the total **Sum Insured** specified in the **Schedule**.

OPTIONAL COVER

The following covers only take effect if a **Sum Insured** is shown for that item of cover in the **Schedule**:

Optional Cover 1 – Contractors Plant, Tools and Equipment

Damage to **Major Plant, Minor Plant and Employees' Tools**

Subject to any general exclusions, or specific exclusions to this Section 1, and where cover is specified in the **Schedule**, **We** will indemnify **You**, in accordance with the basis of settlement, for **Damage** occurring during the **Policy Period** to:

1. **Major Plant**, owned by or on **Deferred Purchase** or lease to the **Named Insured**, whilst on or about the **Contract Site**;
2. **Minor Plant** owned by the **Named Insured**, or **Employees' Tools**, which is used in the performance of the **Business** anywhere within the **Territorial Limits** provided that such plant, tools and equipment are kept out of sight and in a locked secure receptacle when not in use,

provided always that:

1. **Our** total liability for any one loss in respect of 1 and 2 above will not exceed the sub-limits in the **Schedule** for **Contractors Plant, Tools and Equipment**, with a maximum of $5,000 any one item unless the item is declared to, and agreed by **Us** prior to the **Damage** occurring; and
2. **Our** liability in respect of **Employees' Tools** will not exceed a maximum sum of $5,000 in respect of any one **Employee**.

Damage to **Hired-in Plant**

Subject to any general exclusions, or specific exclusions to this Section 1, and where cover is specified in the **Schedule** **We** will indemnify **You**, in accordance with the basis of settlement, for amounts **You** become legally liable to pay for:

1. **Damage** to **Hired-In Plant**;
2. hiring charges levied upon **You** as a result of **Damage** to that **Hired-In Plant**,

where that **Hired-In Plant** was situated in, or in transit anywhere within, the **Territorial Limits** during the **Period of Insurance** and provided always that **Our** liability to indemnify **You** for:

1. any one loss in respect of **Hired-in Plant** will not exceed the **Limit of Liability** specified in the **Schedule** for **Hired-in Plant**;
2. hiring charges will not:
   a. exceed the **Limit of Liability** specified in the **Schedule** for **Hired-in Plant** hiring charges; and
   b. cover payments due within forty-eight (48) hours after the **Occurrence** of the **Damage**.

Optional Cover 2 – Existing Structures

Subject to any general exclusions, or specific exclusions to this Section 1, and where cover is specified in the **Schedule** **We** will indemnify **You** for **Damage** occurring during the **Period of Insurance** to **Existing Structures** at the Project Location(s) specified in the **Schedule** for which **You** are contractually responsible provided always that:

1. **Our** liability to indemnify **You** is subject to:
   a. the limit specified in the **Schedule** for **Existing Structures** for any one building; and
2. **We** will not indemnify **You** for **Damage** to:
   a. the building(s) where they have not been made waterproof and secured at the close of each day's work; and/or
   b. wall and floor finishes or coverings, or any contents therein.

SPECIFIC EXCLUSIONS TO SECTION 1

The following exclusions apply to this **Section** 1. There are also General Exclusions which apply to all Sections of this **Policy** (including this Section 1) and are detailed separately.

This **Section** does not cover:

1 – Breakdown

loss or damage to any:

1. machinery forming part of the **Contract Works**; or
2. **Contractors Plant, Tools and Equipment**

caused by its own explosion, mechanical, electrical or electronic breakdown, failure, breakage or derangement.

This exclusion does not apply to resultant **Damage** to the **Property Insured** (other than in respect of jibs and booms on cranes or similar lifting appliances) which results from explosion, mechanical, electrical or electronic breakdown, failure, breakage or derangement.

2 – Money and the like

loss, damage, or destruction to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities, money or stamps.

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.

3 – Consequential Loss

financial loss, loss of profits, loss of income, loss of earnings, loss of revenue, loss of use, penalties for detention or in connection with guarantees of performance or efficiency, fines, loss of contract, indirect loss or consequential loss of any kind whatsoever.

4 – Penalties

liquidated damages, penalties incurred by the **Named Insured** for delay, non-completion or non-compliance with **Contract** conditions or aggravated, punitive or exemplary damages.

5 – Defects

loss of or damage to and the cost necessary to replace, repair or rectify:

1. any component part or individual item of **Property Insured** which is defective in design, plan, specification, materials or workmanship;
2. **Property Insured** lost or damaged to enable replacement repair or rectification of **Property Insured** excluded by 1 above.

Paragraph 1 above shall not apply to other parts or items of **Property Insured** which are free from defect but are physically lost or physically damaged in consequence thereof.

For the purpose of this **Section 1**, 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 **Contract Works** necessary to enable the lost or damaged parts of the **Contract Works** to be replaced, repaired or rectified are covered up to $50,000 for any one claim event.

6 – Inventory Losses

cover loss of any property by its disappearance or by shortage, if such disappearance or shortage is only revealed when an inventory is made or loss of the property is discovered due to its being stolen or otherwise missing unless such loss is identifiable by the **Named Insured** with a specific incident which has been the subject of notification to the police.

7 – Legal Liability

any legal liability of whatever nature caused by or arising from third party **Property Damage** or bodily Injury.

8 – Pollution or Contamination

any claim, loss, damage, destruction, cost or expense of any nature arising out of or in any way connected with pollution or contamination except (unless otherwise excluded) **Damage** caused by pollution or contamination which itself results from any **Damage**.

9 – Testing and commissioning

Damage caused during testing and /or commissioning:

1. by intentional overloading, overheating or experimental operation;
2. for which the supplier or manufacturer is responsible by law or under contract; or
3. to the **Contract Works** which is second hand or prototypical in nature.

10 – Upkeep

normal upkeep or normal making good costs.

11 - Cyber and Data

any:

1. **Cyber Loss**;
2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Paragraph 1 will not apply **Damage** to **Property Insured** under this **Section** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

Paragraph 2 will not apply to **Data Processing Media** owned or operated by the **Insured** that suffers physical loss or physical damage insured by this **Section**. In this case this **Section** will cover the cost to repair or replace the **Data Processing Media** itself, plus the costs of copying the **Data** from back-up or from originals of a previous generation. The Section will not cover the costs of research and engineering, nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Section** excludes any **amount** pertaining to the value of such **Data**, to the **Named Insured** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

SPECIAL CONDITIONS TO SECTION 1

The following conditions apply to this **Section** 1. There are also General Conditions which apply to all **Sections** of this **Policy** (including this Section 1) and are detailed separately.

Adequacy of Sum Insured

Where specified in the **Schedule** or this **Section**, the **Sums Insured** selected by **You**, for **Existing Structures** located on or about the **Contract Site** must not be less than their **Replacement Value**.

If, in the event of **Damage**, it is found that the **Sums Insured** are less than ninety percent (90%) of the amounts required to be insured under this condition, the amount recoverable by **You** under this **Section** in respect of any additional insured benefits or additional insured items will be reduced by such proportion as the **Sums Insured** bears to ninety percent (90%) of the amounts required to be insured.

This condition will not apply if the cost to repair or replace the **Damage** does not exceed five percent (5%) of the **Replacement Value** of the **Existing Structures**.

ADDITIONAL BENEFITS TO SECTION 1

Unless otherwise stated the following Additional Benefits in this Section 1 are in addition to the Sum Insured, any one Occurrence or any one Insured Contract:

1 – Removal of Debris

This **Section** is extended to cover the cost of removing debris and clean-up costs necessarily and reasonably incurred by or on behalf of the **Named Insured** in connection with **Damage** to **Property Insured**:

1. in dismantling and/or demolishing and/or removing any of the **Property Insured** no longer useful for the purpose for which it was intended;
2. in cleaning up, removing, storing and/or disposing of debris, detritus, and substances from and around the **Contract Site**;

provided such dismantling and/or demolishing and or removing, cleaning up, storing and/or disposing of debris and detritus is necessary for the reinstatement or replacement of **Property Insured** under this **Section**.

This Section is also extended to cover the costs reasonably and necessarily incurred by or on behalf of the **Insured**, in connection with **Damage** to **Property Insured**, for the recovery or retrieval of the **Property Insured**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these costs shall not exceed 10% of the **Contract Value**.

2 – Expediting Expenses

This **Section** is extended to cover costs necessarily and reasonably incurred by or on behalf of the **Named Insured** in connection with or incidental to expediting the commencement, carrying out or completion of the repair, reinstatement or replacement of **Damage** to **Property Insured** covered under this **Section**.

Such additional expenses shall include expenses for:

1. express carriage or delivery, including delivery by sea, road, rail or air, however, expenses for the delivery or carriage by air only applies to the use of licensed airlines operating regular scheduled services. It does not include expenses for the use of chartered Aircraft.
2. chartered or other travel for the recovery and retrieval of the **Named Insured's** directors, partners, officers, **Employees**, agents, sub-contractors, consultants and representatives.
3. overtime or penalty rates of labour and other related allowances or payments.
4. hire of additional labour, plant, machinery, equipment, materials, expertise and/or services.
5. accommodation and boarding costs, including meals and other costs associated therewith.
6. additional administrative and/or overhead costs and expenses.

The expediting expenses covered by this additional benefit will not include reimbursement costs solely to compensate for a delay in completion of the **Contract Works**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these expenses shall not exceed 5% of the **Contract Value**.

3 – Professional Fees

This **Section** is extended to indemnify the **Named Insured** in respect of architects', surveyors', consulting engineers', project and construction managers', legal and other such professional fees, costs and expenses, and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision all necessarily and reasonably incurred for the purpose of repairing, reinstating or replacing the **Property Insured** consequent upon **Damage** to **Property Insured** covered under this **Section**, but excluding fees for the preparation or negotiation of claims, or estimation of a loss.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed 10% of the **Contract Value**.

4 – Mitigation/Temporary Protection

This **Section** is extended to cover costs necessarily and reasonably incurred by or on behalf of the **Named Insured** in taking emergency action to reduce the size of an insured loss after **Damage** has commenced or when it is otherwise imminent and inevitable.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed 5% of the **Contract Value** any one loss or series of losses arising out of any one event.

5 – Claims Preparation Costs

This **Section** is extended to cover costs and expenses necessarily and reasonably incurred by or on behalf of the **Named Insured** in the preparation of claims for submission to **Us** including, but not limited to clerical labour costs and consultant fees consequent upon **Damage** to **Property Insured** covered under this **Section**.

These costs and expenses incurred by or on behalf of the **Named Insured** exclude any loss adjuster or legal fees incurred by the **Named Insured**. However, **We** will pay for the loss adjuster costs or legal fees incurred by **Us** in connection with the settlement of a claim for which cover is provided for elsewhere under this **Section**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed $10,000 for each and every event.

6 – Leak Search and Repair Costs

This **Section** is extended to cover costs and expenses necessarily and reasonably incurred by or on behalf of the **Named Insured** in searching for and repairing leaks in pipelines that suffered **Damage**, but only where the **Damage** discovered in the pipeline falls within the scope of cover under this **Section**.

Cover under this Additional Benefit shall be limited to the cost of:

1. searching for and locating leaks, including the cost of excavation for that purpose;
2. effecting repairs; and
3. replacing the excavated material.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed $100,000 in the aggregate for the **Period of Insurance**.

7 – Plans

This **Section** is extended to indemnify the **Named Insured** in respect of costs necessarily and reasonably incurred to restore plans, drawings or other documents held at the **Contract Site** consequent upon **Damage** to **Property Insured** covered under this **Section**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed $10,000.

8 – Fire Brigade Charges

This **Section** is extended to indemnify the **Insured** in respect of Fire Brigade attendance charges as may be levied by any Local Authority in dealing with the consequence of **Damage** to **Property Insured** covered under this **Section**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed $10,000.

9 – Escalation in Costs

If any **Contract** covered by this **Section** should, during the **Period of Insurance**, escalate in value above the price agreed at the date of award of the **Contract** due to contract variations (alterations and extensions), or inflation, then the **Sum Insured** specified in the **Schedule** for the **Property Insured** item 1 shall be increased by a corresponding amount, subject however to the increase not exceeding 15% of the **Sum Insured** presently stated in the **Schedule** without **Our** further agreement endorsed on the **Policy**.

10 – Government Expenses

This **Section** is extended to indemnify the **Insured** in respect of any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) consequent upon **Damage** to **Property Insured** covered under this **Section**, provided **We** shall not be liable for payment of any fines and/or penalties imposed upon the **Named Insured** by any such Authorities.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of these charges shall not exceed $10,000.

11 – Access Costs

This **Section** is extended to cover the costs of dewatering, demolition or removal of undamaged parts of the **Contract Works** necessary to:

1. provide initial access to; and
2. allow repairs to be effected to,

the completed sections of the **Contract Works** whether damaged or undamaged consequent upon **Damage** to **Property Insured** covered under this **Section**.

Unless otherwise specified in the **Schedule, Our** liability in respect of these charges shall not exceed $50,000.

12 – Offsite Storage

This **Section** is extended to cover the **Named Insured** in respect of **Damage** to **Property Insured** whilst in storage at any location in the **Territorial Limits** other than the **Contract Site** for a period not exceeding six (6) months. Cover will cease under this additional item once materials are loaded for transit to the **Contract Site**.

Unless otherwise specified in the **Schedule**, **Our** liability in respect to this Additional Benefit shall not exceed $250,000.

This Additional Benefit is included within the **Section** 1 **Sum Insured** Limit.

13 – Transit

This **Section** is extended to cover the **Named Insured** against **Damage** to **Property Insured** during the **Period of Insurance**:

1. arising from fire, **Flood**, collision and overturning of the conveyance or by theft or malicious **Damage**;
2. within the **Territorial Limits**;
3. whilst in transit other than by sea or air to the **Contract Site(s)** (including incidental storage for a period not exceeding seven (7) days);
4. from the commencement of loading onto to transport vehicles until the completion of unloading in connection therewith,

where such **Property Insured** was loaded in an undamaged condition.

Unless otherwise specified in the **Schedule**, **Our** liability in respect of this extension shall not exceed $250,000.

This Additional Benefit is included within the **Section** 1 **Sum Insured** Limit.

14 - Indemnity to Other Parties

Where they are noted in the **Schedule**, this **Policy** is extended to include the **Named Insured's** employer/purchaser/principal/financier/head contractor/ property owner/other party solely to the extent required by the conditions of contract in force between the **Named Insured** and the employer/purchaser/principal/financier/head contractor/property owner/other party provided always that such employer/purchaser/principal/financier/head contractor/property owner/other party shall act as if they were the **Named Insured** and observe, fulfil and be subject to the terms, exclusions and conditions of the **Policy**.

BASIS OF SETTLEMENT

We will not be liable to make any payment under this **Section** unless **You** have produced to **Our** reasonable satisfaction, all accounts, invoices, receipts and other documentation, indicating that repairs have been effected or replacement has taken place.

The amount of each claim will be reduced by the amount of the **Deductible**.

Property Insured and Existing Structure(s)

The amount payable in respect of claims for **Damage** to the **Property Insured** and **Existing Structure(s)** shall be the cost of reinstatement of the **Property Insured** or **Existing Structure** at the time of reinstatement.

For the purpose of this **Section** reinstatement shall mean:

1. where the **Property Insured** is lost or destroyed:

   a. in the case of a building, the rebuilding the building; or

   b. in the case of **Property Insured** other than a building, the replacement of the **Property Insured** by similar property,

   in either case in a condition equal to, but not better or more extensive than, condition of the **Property Insured** immediately before the **Damage**;

2. where the **Property Insured** is **Damaged**: the repair of the **Damage** and the restoration of the **Damaged** portion of the **Property Insured** to a condition the same as, but not better or more extensive than, its condition immediately before the **Damage**.

Notwithstanding the provisions of paragraphs 1 and 2 above, the cost of reinstatement shall also extend to include the extra cost of reinstatement (including demolition or dismantling) of **Damaged** property necessarily incurred to comply with the requirements of any statute (or regulation made under the statute) or any by-law or regulation of any municipal or other statutory authority, limited to the applicable **Sum Insured** specified in the **Schedule**.

However, the cost of reinstatement shall not include the additional cost incurred in complying with any such statute, regulation, by-law or requirement with which the **Named Insured** had been required to comply prior to the happening of the **Damage** to the **Property Insured**.

In all cases the cost of reinstatement, as described above, shall mean the final cost to the **Named Insured** after completion of the work of reinstatement, replacement or repair of the **Property Insured**. Where such work is carried out wholly or in part by the **Named Insured**, such final costs shall include a reasonable margin for overheads and profit.

Contractors Plant, Tools and Equipment

The amount payable in respect of claims for **Damage** to **Contractors Plant, Tools, and Equipment** will be based on the lesser of the **Market Value** of such property insured at the time of the **Damage** 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.

However, the maximum **We** will pay will be subject to the **Sum Insured** specified in the **Schedule** (if any) for the **Damaged** item.

SECTION 2 – LEGAL LIABILITY

INSURANCE PROVIDED

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If so, this **Section** 2 must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

LEGAL LIABILITY

We will indemnify **You** for all sums which **You** become legally liable to pay as **Compensation**, and **Defence Costs**, in respect of **Personal Injury** and/or **Property Damage** resulting from an **Occurrence** within the **Territorial Limits** happening during the **Period of Insurance** in connection with carrying out the **Insured Contract** specified in the **Schedule**, and during the **Policy Period** in connection with the **Named Insured's Business.**

LIMIT OF LIABILITY

Our maximum liability in respect of any claim or any series of claims for **Personal Injury** or **Property Damage** covered under the Legal Liability caused by or arising out of one **Occurrence** will not exceed the **Limit of Liability** specified in the **Schedule**. The **Limit of Liability** will be automatically reinstated to its original amount as and when **We** make an indemnity payment in relation to such item.

EXTENSIONS

Unless otherwise stated on the **Schedule**, cover under any Extension in this **Section** forms part of and erodes the relevant **Limit of Liability** and where a **Sub-Limit of Indemnity** applies, it will form part of, and not be in addition to, any such **Limit of Liability**.

1. Vibration, Weakening or the Removal of Support

This **Section** is extended to cover **You** for **Your** legal liability to pay for **Property Damage** or **Personal Injury** caused by or arising out of vibration, weakening or the removal of support occurring during the **Policy Period**.

Provided that the most **We** will pay under this Extension is $20,000,000 in the aggregate for one **Policy Period** or as otherwise specified in the **Schedule**.

2. Property in Care, Custody or Control

Where a **Sub-Limit of Indemnity** is shown in the **Schedule** the Cover under **Section** 2 is extended to indemnify the **Insured** if the **Insured** becomes legally liable to pay **Compensation** as a result of **Property Damage** to

1. any part of premises (including their contents) leased, rented or temporarily occupied by the Insured for the purpose of the conduct of the **Business**, provided that the **Insured** had not assumed responsibility to insure the premises;
2. personal property of the **Employees** and visitors;
3. any **Vehicle** and its contents not belonging to or being used by the **Insured** whilst such **Vehicle** is in a car park owned or operated by the **Insured**, provided that the **Insured** do not operate that car park for reward,

which is in held in the **Insured's** care, custody or control in connection with **Business** within the **Territorial Limits**. Provided that such **Property Damage** occurs during the **Policy Period**;

Provided that the **Insurers'** total liability under this Extension shall be limited up to a maximum of $250,000 or the **Sub-limit of Indemnity** specified in the **Schedule** for any one **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**.

DEFINITIONS APPLICABLE TO SECTION 2

Claim means
a written demand, notice, or other written communication made by any third party other than the **Insured** asserting a liability or responsibility on the **Insured** for **Compensation**.

Defence Costs means:

1. all reasonable legal costs and expenses incurred by the Insured with **Our** written consent, which will not be unreasonably withheld, in the investigation, defence or settlement of any **Claim** which is covered under this **Section** 2 of the **Policy**, including any costs and expenses to appeal or defend an appeal in relation to a claim. Even if the allegations of a suit are groundless, false or fraudulent.
2. reasonable legal costs incurred by the Insured with **Our** written consent, which will not be unreasonably withheld, for representation at any:
   a. coronial inquest or enquiry;
   b. proceedings in any court or other tribunal which relates to liability insured by this **Policy**;
   c. royal commission, fatal accident inquiry or other formal enquiry by a lawfully constituted authority established to inquire into the circumstances surrounding any event that could result in a claim that would be covered under this **Policy**.
3. reasonable legal costs and expenses incurred by **Us** and all interest accruing after judgment in respect of any **Claim** covered under this **Section** 1 of the **Policy** until **We** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Liability**;
4. reasonable expenses, other than loss of earnings, incurred in connection with the defence of a **Claim** or legal action covered under this **Section** 2 of the **Policy** with **Our** consent (which will not be unreasonably withheld).
5. premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit covered under this **Section** 1 of the **Policy** for an amount not in excess of the applicable **Limit of Liability**, but **We** shall have no obligation to apply for or furnish any such bonds or security for costs.
6. reasonable expenses incurred by the **Insured** for first aid to others for **Personal Injury** for a **Claim** covered under **Section** 1 of this **Policy** and in the course of the

Business, except any medical expenses which **We** are prohibited by law from paying.

7. reasonable expenses incurred by the **Insured** for providing temporary protection to tangible property of others that has been damaged occurring during the **Policy Period** and in the course of the **Business.**

Products means
any good(s), product(s) or property that **You** have manufactured, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed, including labels, packaging and containers, in the course of the **Business**.

SPECIFIC EXCLUSIONS TO SECTION 2

The following exclusions apply to this Section 2. in addition to the General Exclusions which apply to all **Sections** of this **Policy** and are detailed separately.

This **Section** does not cover **Your** liability to pay **Compensation**, and any costs awarded against **You** arising directly or indirectly out of:

1 – Contractual Liability

any obligation assumed by **You** under any agreement or contract which requires **You** to:

1. effect insurance over property, either real or personal;
2. assume liability for **Personal Injury** or **Property Damage** regardless of fault.

However, this exclusion shall not apply to

3. any liabilities that would have been implied by law in the absence of such contract or agreement;
4. any liabilities assumed under incidental contracts;
5. any liability assumed under **Contract**.

2 – Property Insured

1. **Damage** to any property that is insured under **Section** 1 of this **Policy** including the **Contract Works**, **Contractors Plant and Equipment**, **Existing Structures** or **Your Products** or work completed by or for **You**; or

3 - Defamation

any Defamation:

1. made by **You**, or at **Your** direction, before the beginning of the **Period of Insurance**; or
2. made by **You**, or at **Your** direction, if **You** could reasonably have known that it was false or unlawful.

4 - Demolition

Demolition work on any structure over 15 metres high at any part of the structure. This Exclusion does not apply to **Your** legal liability to pay for **Personal Injury** or **Property Damage** for internal demolition work on non-structural property.

5 - Explosives

any blasting operation or the handling or use of explosives.

6 - Personal Injury to Employees

1. **Personal Injury** to any of **Your Employees** arising out of, or in the course of their employment in the **Business**;
2. **Personal Injury** to any person who is deemed to be **Your Employee** pursuant to any legislation relating to workers' compensation;
3. any claim that is within the scope of compulsory workers' compensation insurance, even if the compulsory insurance has not been taken out;
4. the provisions of any workers' compensation legislation or any industrial award or agreement or determination; or
5. **Employment Practices**.

7 - Fines, penalties

1. aggravated, punitive or exemplary damages;
2. any fine; or
3. any liquidated damages or a penalty imposed under the terms of any contract, warranty or agreement.

8 - Loss of use

the loss of use of property which has not been **Damaged** resulting from:

1. a delay in or lack of performance of any agreement by **You** or by someone on **Your** behalf;
2. any design defect; or
3. **Your** failure to comply with any project specification.

9 - Pollution

1. **Personal Injury** or **Property Damage** arising from the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water;
2. any costs and expenses incurred in the prevention, removing, nullifying or clean-up of the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of such contamination or **Pollutants**;
3. the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** caused by any product that has been discarded, dumped, abandoned or thrown away by **You** or on **Your** behalf.

The Exclusions in paragraphs 1 and 2 do not apply for Your legal legality for **Personal Injury** or **Property Damage** arising from the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place and which results in **Personal Injury** and/or **Property Damage** during the **Policy Period**.

Provided that **Our** total liability under paragraphs 1 and 2 above will not exceed $250,000 any one **Occurrence** and in the aggregate for any one **Policy Period** unless otherwise stated in the **Schedule**.

10– Products Liability

any liability arising out of a **Product(s),** including the recall or making refunds in respect of any **Products** which have sustained **Property Damage** or caused **Personal Injury**

11 - Professional liability

the rendering of or failure to render professional advice or service by **You** or on **Your** behalf for a fee or any related error or omission.

However, this exclusion shall not apply to Your legal liability to pay

1. **Bodily Injury** arising from qualified medical persons employed by **You** to provide first aid and other emergency medical services at the **Contract Site** or **Your** premises provided **Your Business** is not involved primarily involved in the provision of medical services.
2. any confirmation of compliance required under the Design and Building Practitioners Act (2020) or any amendment or replacement of that Act

occurring during the **Policy Period**.

Provided that **Our** total liability under paragraphs a. and b. above will not exceed the **Limit of Indemnity** for any one **Occurrence** and in the aggregate in any one **Policy Period** unless otherwise stated in the **Schedule**.

12 – Property owned by or Property in Your Care, Custody or Control

Property Damage to any property

1. which is owned by the **Insured** or any of the **Insured's** relatives or anyone who normally resides with the **Insured**;
2. where legal liability has been assumed by **the Insured** under any contract or agreement which requires **You** to effect insurance on premises, property or goods which **the Insured** does not own;

which is in **Your Care, Custody or Control**, other than as covered under Extension 2.

13 - Underground Services

any claim arising from the presence of pre-existing underground services, cables, pipes, property and/or structure of any kind.

However, this exclusion does not apply to **Your** legal liability to pay for **Personal Injury** or **Property Damage** occurring during the **Policy Period** and within the **Territorial Limits** where prior to the commencement of any work **You** or others on **Your** behalf:

1. have enquired by written request with the relevant public authorities or "Dial Before You Dig" information service or owners of such pre-existing underground services;
2. have obtained, from the relevant public authorities or "Dial Before You Dig" information service or the owners of such underground services, written confirmation of the exact position of such services; and
3. have subsequently taken reasonable care to locate the position of such underground services and indicated the location in situ.
   Provided that **Our** total liability under paragraphs a) and b) above will not exceed $250,000 any one **Occurrence** and in the aggregate for any one **Policy Period** unless otherwise stated in the **Schedule**.

14 - Cyber and Data Total Exclusion

This **Section** does not cover any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

SPECIAL CONDITIONS TO SECTION 2

The following Conditions apply to this **Section 2** in addition to the General Conditions which apply to all **Sections** of this Policy and are detailed separately.

1 - Cross Liability

Each of the parties comprising the **Named Insured** shall for the purpose of this **Section** be considered as a separate and distinct entity and the "**Named Insured**" shall be considered as applying to each such party in the same manner as if a separate Insurance policy has been issued to each of them in its name alone. However, nothing in this Condition shall be deemed to increase the **Limit of Liability** under this **Section** in respect of any **Occurrence** or **Policy Period**.

2 - Discharge of Liability

We may at any time pay to the **Named Insured** in connection with any claim or series of claims the amount of the **Limit(s) of Liability** (after deduction of sums already paid as **Compensation** in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled. Upon such payment being made **We** relinquish the conduct and control of, and will have no further liability in connection with, such claim or claims other than the payment of costs and expenses:

1. recoverable from **You** for all or part of the period to the date of such payment;
2. incurred by **Us**;
3. incurred by **You** with **Our** written consent prior to the date of such payment.

3 - Admission of Liability

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employees** may:

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

ADDITIONAL BENEFITS TO SECTION 2

The following Additional Benefits are available under this **Section 2** provided that:

1. **We** will not be obliged to pay any claim or judgment or to defend any claim or legal action if the **Limit of Liability** has been exhausted by payment of judgments or settlements;
2. if a payment exceeding the **Limit of Liability** has to be made to dispose of a claim, **Our** liability to pay any **Defence Costs**, costs, expenses and interest ('Costs') under this **Section** 2 will be limited to that proportion to the Costs as the **Limit of Liability** bears to the amount paid to dispose of the claim. The Costs are inclusive of the **Limit of Liability**; and
3. **Our** written consent (which will not be unreasonably withheld), must be obtained before any Costs are incurred and **We** shall be entitled to nominate a solicitor to represent the **Named Insured**.

1 - Defence of Claims

This **Policy** is extended to include:

1. Costs and associated costs reasonably incurred in connection with any **Claim** or legal action against **You** seeking Damages on account of **Personal Injury** or **Property Damage** to which this insurance applies, even if the third party action is groundless, false or fraudulent. This includes bringing or defending appeals in connection with such claim or legal action. **We** will investigate, negotiate and settle any claim or legal action as **We** see fit.

2 – Temporary Repairs

This **Policy** is extended to include the cost of temporary repairs undertaken to prevent the immediate threat of **Property Damage** or **Personal Injury** which would otherwise be covered by this **Policy**.

3 - Legal Costs

This **Policy** is extended to include the legal costs incurred at any coronial inquest or inquiry relating to a claim covered under this **Section 2.**

4 - Claims Preparation Costs

This **Policy** is extended to include costs reasonably and necessarily incurred by **You** in the preparation of any claim data and the like requested by **Us** directly relating to a claim covered under this **Section 2**. Provided that the most that **We** will pay for these costs is $20,000 for each claim.