



# Tools of Trade Insurance

Policy

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EXPERTISE • SERVICE • SECURITY

# Schedule

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# Tools of Trade Insurance

*This policy is issued by Associated Marine Insurers Agents Pty Ltd ABN 41 006 104 007 AFSL 235383, (Associated Marine) as managing agent for the insurer, Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507.*

## 1. The cover

The insurer insures the person named as the insured in the schedule against loss of or damage to items described in the schedule as insured goods while in or on any registered road vehicle (which term includes a trailer whether it is attached to the vehicle or not) caused by any of the following events that happen during the period of insurance within the radius of transit specified in the schedule

- 1.1 fire, explosion, lightning or flood
- 1.2 collision of the vehicle carrying the items with an external object, or of the items while on a vehicle carrying them with something not on or part of that vehicle
- 1.3 overturning or jackknifing of the vehicle carrying the items
- 1.4 theft while the vehicle is attended
- 1.5 theft while the vehicle is unattended only if theft follows
  - 1.5.1 forcible entry into a locked vehicle or carrying compartment or forcible removal, or attempted forcible removal of equipment attached to the vehicle by locking devices

### 1.5.2 theft of the entire locked vehicle

However, during non-business hours the trailer must be kept in a locked garage or behind locked gates and/or fencing at a private residence, business premises or work site.

If there is no locked garage or lockable gates and/or fencing the trailer must be either:

- (a) fitted with a working wheel clamp;
- or
- (b) fitted with a tow-ball restraint or other similar anti-theft device.

For the purpose of this insurance 'anti-theft device' does not include any combination of padlock, cable and/or chain.

- 1.5.3 any other insured event.

**An excess of \$250 applies to each and every claim arising from theft.**

## 2 Extensions of cover

### 2.1 Debris

If an event insured against has occurred, the insurance is extended to cover the cost of removal and disposal of damaged, deteriorated or contaminated items, and of the cleaning and decontamination. The insurer's liability is limited to a maximum of \$5000. It is in addition to the insurer's liability for the primary loss.

### 2.2 Automatic reinstatement

In the event of destruction of, or damage to or loss of, the insured property and in the absence of any written instructions from the insured to the contrary, the amount of insurance forfeited by the loss is to be automatically reinstated.

## 3 Exclusions from cover

The insurance does not cover the insured against loss of or damage to the items, or against any related expense caused by any of the following

- 3.1 delay, loss of market or consequential loss of any description
- 3.2 mechanical, electrical or electronic breakdown or malfunction of items insured where there is no external evidence that an insured event has occurred
- 3.3 war or warlike activities which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or civil strife following any of these
- 3.4 expropriation which means the lawful seizure, confiscation, nationalisation or requisition of goods
- 3.5 anything nuclear or radioactive, meaning the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating

properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor, or any component of these. However, this exclusion does not apply to radioactive isotopes carried for agricultural, commercial, medical or scientific purposes

- 3.6 any chemical, biological, bio-chemical or electromagnetic weapon.

## 4 Limits on cover

Subject to clause 5, the insurance is limited to the sum insured for each item insured and total sum insured as stated in the schedule for any one loss or series of losses arising from the same event. If an excess is specified in the schedule the insured must bear that amount first in respect of a claim under this policy.

## 5 Coinsurance

If the value of any item at the time of the happening of an insured event is greater than the sum insured in respect of that item, the insured will only recover the proportion of the loss or damage that the sum insured of that item bears to the value of the item. If no separate sum insured is stated for any item, the insured will only recover the proportion of the loss or damage that the total sum insured bears to the total value of all items insured.

## 6 Valuing the items

- 6.1 Power tools
- 6.1.1 up to three years old - full replacement value (new for old)
  - 6.1.2 between three and four years old, full replacement value less 15 per cent
  - 6.1.3 between four and five years old, full replacement value less 20 per cent
  - 6.1.4 between five and six years old, full replacement value less 25 per cent
  - 6.1.5 over six years old, current market value.
- 6.2 All other tools  
full replacement value (new for old).
- 6.3 Stock  
full replacement value (new for old).

## 7 Notification of material change

The insured must notify Associated Marine as soon as possible of any material change in the risk covered by this policy.

## 8 Reasonable care

The insured must take reasonable care to prevent loss or damage covered by this policy.

## 9 Duties in relation to an event which may give rise to a claim

When an event happens which may give rise to a claim under this policy, the following rules apply:

- 9.1 The insured must do everything reasonable to prevent anything else happening which may give rise to or increase the amount of the claim.
- 9.2 The insured must do everything reasonable to make sure that any rights against anyone else in respect to the event are maintained.
- 9.3 If the event involves a vehicle owned or operated by the insured and either a theft has occurred and the policy covers the insured against theft, or an accident has occurred involving another vehicle, the insured must notify the policy as soon as possible and, if Associated Marine requires it, obtain a written policy report.
- 9.4 The insured must notify Associated Marine immediately of what has happened, send it full details of what has happened and of any other insurance over the items within 30 days.
- 9.5 The insured must not authorise any repairs to the items without the consent of Associated Marine.

The insurer will reimburse the insured for charges reasonably incurred to prevent or minimise an insured loss or to protect rights in relation to the event.

## 10 Settlement of claims

The insurer has the option of settling a claim by payment, repair, reinstatement or replacement.

10.1 If the insured is liable for Goods and Services Tax (GST) in respect of any goods which are the subject of a claim under this policy, the insurer will pay the insured for that GST liability. However,

10.1.1 where the insurer makes a payment under this policy for the acquisition of goods, services or other supply, the insurer will reduce the amount of the payment by the amount of any input tax credit the insured is, or will be, or would have been, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition whether or not the acquisition is actually made

10.1.2 where the insurer makes a payment under this policy as compensation for the acquisition of goods, services or other supply, the insurer will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

## 11 Third parties

If anyone else is entitled to make a claim under this policy that person must also comply with its terms.

## 12 Rights of subrogation

The insurer is entitled to exercise any rights the insured may have against anyone else in relation to items in respect of which the insurer has paid any amount under this policy. The insured, and anyone else entitled to a claim under this policy, must cooperate fully with Associated Marine in exercising those rights and must give Associated Marine any information or assistance it may require.

## 13 Transfer

The insured may only transfer a right under this policy with the written consent of Associated.

## 14 Cancellation

The insured may cancel this policy at any time by giving Associated Marine notice in writing. Associated Marine may cancel it for the insurer by giving the insured 30 days notice in writing. However, it may only do so in the circumstances set out in section 60 of the Insurance Contracts Act 1984.

Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL 235383)  
as managing agent for Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507)

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