

# UPDATE TO YOUR

Tracks & Treads **Standard**  
Contractors Mobile Plant  
Insurance Policy



## Tracks & Treads<sup>®</sup> **Standard**

Contractors Mobile Plant  
Insurance Policy

Specialised Insurance  
for Heavy Machinery

# Standard TRACKS & TREADS®

We would like to bring to your attention to an update to our Mobile Plant Insurance policy wordings

## CHANGES TO YOUR POLICY

We have updated our Mobile Plant Insurance policy wordings. It's important you read the updated wording below and if you have any questions, please contact your broker or advisor. If you make a claim in any way under this update, the whole claim will be treated as if the update is part of your insurance policy.

Please keep this document in a safe place with your policy documents.

## For Further Information

Our knowledge, expertise and experience are always available to Your broker and You. If You need any further information about this Policy, or any other product or service We provide, then contact Your broker or TLC at:

**Address:** PO Box 7006, Tauranga, New Zealand

**Office Phone:** +64 7 544 6686

**Facsimile:** +64 7 544 6687

**Freephone:** 0800 TLC INS (0800 852 467)

**Email:** [info@tlcinsurance.co.nz](mailto:info@tlcinsurance.co.nz)

**Website:** [www.tlcinsurance.co.nz](http://www.tlcinsurance.co.nz)

SECTION	CURRENT	UPDATE
<p>Definition of an ‘Dry Hire’ - New</p>		<p>“Dry Hire” means the situation where You hire, rent, loan or (borrow) Your Machine to another person or party whereby Your Machine is not under Your control and is not being operated by You or an operator employed by You.</p>
<p>Extension 3</p>	<p><b>3. AGREED VALUE</b></p> <p>Whereby a valuation from an approved Valuer has been received by Us:</p> <ul style="list-style-type: none"> <li>a) prior to any Loss; and</li> <li>b) the item is Insured for the value stated on the valuation within the Schedule.</li> </ul> <p>We agree to pay the value stated as the Sum Insured within the Schedule. Whereby a valuation from an approved Valuer has not been received by Us, the maximum amount We will pay under this Policy will be the Agreed Value shown on the Schedule unless it is determined to be more than 20% above the Market Value in which case We will only pay the lesser of;</p> <ul style="list-style-type: none"> <li>a) the Agreed Value stated on the Schedule; OR</li> <li>b) Market Value plus 20%</li> </ul> <p>For the purpose of this extension:</p> <ul style="list-style-type: none"> <li>a) the Agreed Value shall be the amount declared to Us by the Insured on the required proposal or Sum Insured declaration form.</li> </ul> <p>NOTE: Market Value conditions will apply if the required proposal or Sum Insured declaration form is not completed and signed by the Insured and received by Us prior to any Loss.</p> <ul style="list-style-type: none"> <li>b) the Market Value shall be determined by obtaining valuations from any approved Valuer who is able to substantiate any valuation provided with examples of machines which are the same or similar make, model and type and in like condition to Your machine that: <ul style="list-style-type: none"> <li>(i) have sold within the six month period prior to the Loss; and/or</li> <li>(ii) are for sale on the current market.</li> </ul> </li> <li>c) We deem an ‘approved Valuer’ to be a company or person who has reasonable experience and industry knowledge within the New Zealand market of: <ul style="list-style-type: none"> <li>(i) the type of machine being claimed for; and</li> <li>(ii) the type of industry in which the machine is/was being used.</li> </ul> </li> </ul>	<p><b>3. AGREED VALUE</b></p> <p>Whereby a valuation from an approved Valuer has been received by Us:</p> <ul style="list-style-type: none"> <li>a) prior to any Loss; and</li> <li>b) the item is Insured for the value stated on the valuation within the Schedule.</li> </ul> <p>We agree to pay the value stated as the Sum Insured within the Schedule;</p> <p>Whereby a valuation from an approved Valuer has not been received by Us, the maximum amount We will pay under this Policy will be the Agreed Value shown on the Schedule unless it is determined to be more than 20% above the Market Value in which case We will only pay the lesser of;</p> <ul style="list-style-type: none"> <li>a) the Agreed Value stated on the Schedule; OR</li> <li>b) Market Value plus 20%</li> </ul> <p>For the purpose of this extension:</p> <ul style="list-style-type: none"> <li>a) the Agreed Value shall be the amount declared to Us by the Insured on the required proposal or any subsequent schedule for renewal.</li> <li>b) the Market Value shall be determined by obtaining valuations from: <ul style="list-style-type: none"> <li>(i) any approved Valuer who is able to substantiate any valuation provided with examples of machines which are the same or similar make, model and type and in like condition to Your machine that: <ul style="list-style-type: none"> <li>(ii) have sold within the six month period prior to the Loss; and/or</li> <li>(iii) are for sale on the current market.</li> </ul> </li> </ul> </li> <li>c) We deem an ‘approved Valuer’ to be a company or person who has reasonable experience and industry knowledge within the New Zealand market of: <ul style="list-style-type: none"> <li>(i) the type of machine being claimed for; and</li> <li>(ii) the type of industry in which the machine is/was being used.</li> </ul> </li> </ul>
<p>Standard Extension 8 - Heading Change</p>	<p><b>8. HIRED OR BORROWED PLANT</b></p>	<p><b>8. HIRED OR BORROWED PLANT (LIABILITY)</b></p>

SECTION	CURRENT	UPDATE
<p>Optional Extension 7 – Hired-In Plant - New</p>		<p><b>7. HIRED-IN PLANT</b></p> <p>Notwithstanding anything contained in this Policy to the contrary, cover is extended to include Loss or damage to any item of Plant that is hired, leased or rented from another party. Such cover is subject to:</p> <ul style="list-style-type: none"> <li>a) A formal written hire, lease or rental agreement signed by both parties being in place at the time of loss; and</li> <li>b) Loss or damage to any one machine being limited to \$250,000 any one claim, and \$250,000 in the aggregate, or as otherwise stated within the schedule; and</li> <li>c) Maximum period on hire being 90 days; and</li> <li>d) Consequential losses (as covered under Optional Policy Extension 2) incurred by the owner of the machine being caused by a Loss for which a claim is payable under (ii) above, subject to a limit any one claim of \$50,000, and \$250,000 in the aggregate, and</li> <li>e) The excess applying to any claim under this extension shall be the same as that applying to the main schedule of the policy, subject to a minimum of 1% of the machine value stated in the hire agreement, minimum \$500 for any one machine hired in; and 10% of the machine value stated in the hire agreement, minimum \$2,500 for cover provided for Consequential Loss under clause (d) above.</li> </ul>

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