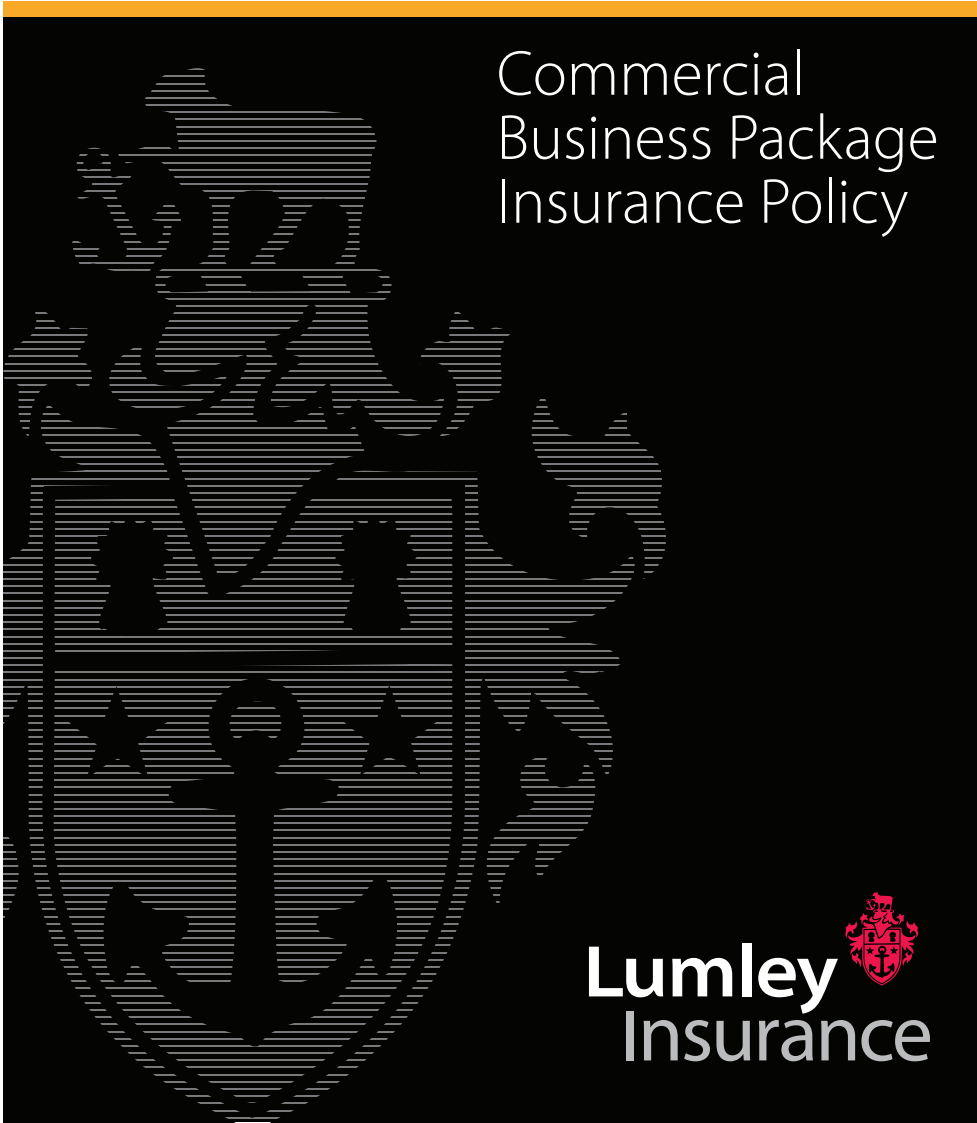


# packages



Commercial  
Business Package  
Insurance Policy



Lumley   
Insurance

# IMPORTANT INFORMATION

## 1. Entering into the Policy with Us

Where We have agreed to insure You, We confirm this by issuing You with a Policy Schedule which provides details relevant to You such as Sums Insured, Limits of Liability, Premium and Excesses.

The Policy, which is Your contract with Us, is entered into on the basis of the information provided by You in the application process. Please ensure You have complied with Your Duty of Disclosure as this can affect Your ability to claim.

The Policy is entered into on the condition that You will pay the Premium required by Us by the agreed time (including any adjustments).

In order to calculate Your Premium, We take various factors into consideration, including the level of cover requested and the property to be insured.

Your Premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and Fire Services Levy).

The Policy is made up of:

- this document;
- the Policy Schedule;
- any endorsements to the Policy issued by Us.

You need to:

- read these documents together as they set out all of the terms and conditions of Your cover;
- check them to make sure that the cover given is what You want;
- keep them together and in a safe place for future reference along with receipts and other evidence of ownership and value of items You have specified on the proposal form or any other application for insurance and for any other items of significant value.

If You do not meet Your obligations under the Policy, We may cancel it and/or reduce Our liability in respect of a claim to the extent permitted by law.

If You need more information about the Policy please contact Your insurance adviser or Us.

## 2. Duty of disclosure

Before You enter into a contract of general insurance with an insurer, You have a duty under the Insurance Contracts Act to disclose to the insurer anything that You could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that Your insurer knows or, in the ordinary course of business, ought to know;
- as to which compliance with Your duty is waived by the insurer.

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim and/or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## 3. Other party's interests

We only cover persons specified in the Policy as entitled to cover for the relevant interest specified. If You want to cover a person's interest that is not specified You need to apply to Us for this.

### 4. Cooling off

If You are not completely satisfied with the Policy You may cancel it by notifying Us in writing within 21 days of cover having commenced. You will receive a refund of the amount You have paid unless You have made or are entitled to make a claim under the Policy. You still have cancellation rights after this Cooling Off period ends which are set out in the General Conditions.

### 5. Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We are a signatory to the Code. If You require further information about the General Insurance Code of Practice, please contact Us.

### 6. Complaints

If You do not agree with any decision We make in relation to Your insurance, please write to Us stating what You disagree with and why.

We will then either resolve or attempt to resolve Your complaint immediately, or refer the matter to Our Internal Dispute Resolution Committee (IDRC).

If You are not satisfied with the decision of the IDRC, the matter may be referred to the independent alternate dispute resolution body, "Financial Ombudsman Service", provided it falls within their jurisdiction.

### 7. Premium

Your Premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty, GST and any Fire Services and/or Fire and Emergency Services Levy where applicable) in relation to Your Policy.

Where We are required to pay an estimated amount (eg. for Fire Services Levies) based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may under or over recover in any particular year but We will not adjust Your Premium because of this. You can ask Us for more details if You wish.

When You apply for this insurance, You will be advised of the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in Your Schedule, which will be sent to You within 5 days of the issue of this product. If You fail to pay, We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.



## 8. Privacy

We are bound by the *National Privacy Principles of the Privacy Act 1988* (Cth) when We collect and handle personal information provided by You (this includes the personal information of other persons that You, or others, have provided to Us in relation to this insurance).

We collect personal information for the purpose of providing insurance, including arranging insurance, Policy administration and claims handling. We also collect Your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest You. If necessary, We may collect information about Your health and other sensitive information, but We will obtain Your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to persons We deal with in providing Our services to You, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, Our and Your advisers and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. By providing Your personal information to Us, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You would like a copy of Our Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

## 9. Goods and Services Tax (GST)

All amounts insured by the Policy exclude GST. Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement in the settlement of any claim or Premium relating to the Policy.

## 10. Terrorism Insurance Act 2003 (Cth)

Terrorism Insurance Act 2003 cover applies to the relevant sections of the Policy.

## 11. Intermediaries, General Advice Services provided by Lumley Insurance

Lumley Insurance is an Australian Financial Services licensee (No 241461) and is authorised under its licence to deal in and provide general advice about this insurance.

Any advice We or Our representatives provide is general only and does not take into account Your personal objectives, financial situation or needs. Because of this You should, before acting on the advice, decide if it is right for You and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to You unless they tell You otherwise.

If an intermediary has been used to arrange the Policy, We may pay them remuneration such as a commission or fee.

## 12. Underinsurance

It is Your responsibility to ensure that the Sums Insured for Business Property are adequate. Sums Insured should reflect the new replacement value of Business Property (excluding Stock). If Sums Insured are not adequate, claims may not be paid in full.

You should review the adequacy of Sums Insured periodically during the Period of Insurance and prior to renewal each year.

Inadequacy of Sums Insured can present significant issues of financial hardship. If You are unable to establish the adequacy of Sums Insured, You should seek assistance from Your insurance adviser.

## GENERAL PROVISIONS

### General definitions

**“Aircraft”** means any craft or object designed to travel through air or space, other than model Aircraft.

**“Business Hours”** means when You or any of Your employees are at the Business Premises for the purpose of conducting Your Business.

**“Business Premises”** the buildings, outbuildings, yards and land used by You for Your Business at the Situation.

**“Business Property”** means buildings, contents, Stock and items listed on the current Policy Schedule and used in Your Business.

**“Computer Virus”** means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation.

**“Event”** means one of the Defined Events as defined under the heading ‘Defined events cover’ of the Fire and Perils Cover Section.

**“Excess”** means the amount, or the loss applicable to a specified period of time, expressed as an Excess on the current Policy Schedule or elsewhere in the Policy. This is the first amount of any loss that You must pay before We pay Your claim.

**“Family”** means any member of Your Family who lives permanently with You, including Your partner.

**“Flood”** means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not they have been altered or modified) or from any dam, reservoir or canal.

**“Hovercraft”** means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

**“Money”** means current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, Money orders, negotiable and nonnegotiable securities and other like documents of value, phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, lottery tickets, authorised gift vouchers, discount vouchers from external parties, contents of franking machines and includes cash boxes, alarm bags, or any other portable container used to convey Money all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of or carried by professional Money carriers, professional carriers or common carriers.

**“Period of Insurance”** means the time cover commenced to the time cover expires. The dates are shown on the current Policy Schedule. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where You arranged the cover.

**“Policy”** means this document, the Policy Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the Policy wording or Policy Schedule.

**“Policy Schedule”** means the most current Schedule of Insurance or any future renewal Schedule, including any endorsements issued by Us in connection with this Policy.

**“Rewriting of Records”** means the cost of restoration of computer records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

**“Safe”** means a burglar-resistant container which has been designed to resist fire and attack by hand-held or power operated tools and has been specifically designed for the storage of Money and valuables. Safe includes Automatic Teller Machines.

**“Situation”** means the Situation stated in the current Policy Schedule.

**“Stock”** means:

- (a) products and material You intend to sell;
- (b) raw or consumable materials used by You to make or alter Your products;
- (c) Your products while being made, repaired or altered;
- (d) any consumable products or materials used in Your Business;
- (e) goods for which You are responsible.

Under the Theft cover section, Stock does not include tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are specified on the current Policy Schedule.

**“Strongroom”** means a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.

**“Subsidiary Company”** means any company in which You have a controlling interest. For the purpose of this definition the term ‘controlling interest’ shall mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast at a general meeting of all shareholders of the company.

**“Terrorism”** means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for or in connection with any 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.

**“Vehicle”** means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

**“Watercraft”** means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

**“You” “Your”** means the person(s), companies or firms named on the current Policy Schedule as the ‘Insured’.

**“Your Business”** means the business as described in the Policy Schedule.

**“We” “Us” “Our”** means the insurer of the Policy, Wesfarmers General Insurance Limited  
A.B.N. 24 000 036 279, trading as Lumley Insurance.

## General exclusions

The following General exclusions apply to all sections of this Policy.

### 1. a) War, terrorism, radioactivity

We will not pay for any loss or damage arising directly or indirectly as a result of:

- (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not) and/or civil war; and/or
- (ii) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military and/or usurped power.

### b) Terrorism

- (a) We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any act of Terrorism regardless of any other contributing cause or event.
- (b) We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to the matters set out in paragraph (a) of this Exclusion.

### c) Radioactive Contamination

We will not pay for any:

- (a) loss or damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- (b) loss, cost, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.



This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

## 2. Business in liquidation or ceases to trade

If Your Business is placed into liquidation or administration, a receiver is appointed or the business is wound up or is permanently discontinued, then unless otherwise agreed by Us in writing, all cover under this Policy ceases from the time Your interest is transferred or Your Business ceases to trade.

## 3. Geographical limitations

Unless We agree in writing to the contrary, We will not pay for any loss or damage to Your Business Property that is outside the Commonwealth of Australia at the time of its loss or damage, except as specifically stated otherwise in the appropriate Section.

## 4. Unoccupancy

Unless We otherwise agree in writing, We will not pay for any loss or damage to Your Business Property if the occurrence happens after Your Business Premises has been unoccupied for more than 90 consecutive days.

## 5. Wilful acts

Subject to the provisions of the *Insurance Contracts Act 1984*, We will not pay for any loss or damage caused by either Your wilful act or by the wilful act of another party committed with Your knowledge and consent and which You were capable of preventing.

## 6. Known defects

We will not pay for loss or damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this insurance was arranged.

## 7. Date recognition

In respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any:

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or any
- (b) media or systems used in connection with any of the foregoing, whether Your property or not, at any time to achieve fully and successfully any or all of the purposes and consequential effects intended by

the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:

- (i) anything referred to in (a) or (b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above.

This exclusion will not exclude any claim for subsequent loss or destruction of or damage to any Business Property or consequential loss which is solely and directly occasioned by a defined contingency (as defined hereunder), arising under any of the following cover sections:

- (a) Fire and Perils;
- (b) Business interruption;
- (c) Money;
- (d) Glass;
- (e) Machinery and electronic;
- (f) General Property;

but only to the extent that such claim would otherwise be insured under those sections.

This exclusion does not apply in respect of the Theft cover section, if provided by this Policy.

For the purposes of this exclusion only, 'Defined contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), Aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, Flood, escape of water from any tank or apparatus or pipe, impact by any road Vehicle or animal, or theft (other than theft by employees).

## 8. Electronic Data exclusion

We will not cover Electronic Data or the cost of rewriting records as a result of loss of electronic data.

However, We will provide cover for losses to electronic data and Rewriting of Records arising out of the following perils:

fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, Aircraft and/or other aerial device, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

If the Theft cover section of the Policy is current We will also provide cover for losses to electronic data arising out of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or device containing such electronic data.

If the Electronic equipment cover section of the Policy is current and Electronic Data and electronic data media is insured We will also provide cover for losses to electronic data arising out of vibration, power surge, low voltage, mechanical, electrical and electronic breakdown, but not breakdown occurring as a result of any virus, worm, Trojan Horse, hacking, or any unauthorised access.

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

## General conditions

The following general conditions apply to all sections of this Policy.

### Breach of Condition or Warranty

Breach of a condition or warranty without Your knowledge or consent or error in name, description or Situation of property will not prejudice Your rights under this Policy provided notice in writing is given to Us when such breach or error comes to Your knowledge. Reasonable extra premium shall be paid if required, from the date of such breach or error.

### 1. Accountancy records

You must provide to Us all books of account, business books and other documents as may be required to investigate or verify claims. If You do not, We may refuse to pay or may reduce the amount of a claim.

### 2. Bankruptcy or insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

In case of execution against You of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against Us in the same manner, and to the same extent as You but not in excess of the Limit of Liability.

### 3. Cancelling your Policy

How You may cancel this Policy:

- You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your broker.
- Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How We may cancel this Policy:

- We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
- We will give You this notice in person or send it to Your address last known to Us.



#### 4. Claim preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this Policy. The most we will pay is \$25,000 in total for any one claim, unless a higher amount is included in the particular section of the Policy.

This is provided that before You incur these claim preparation costs You obtain Our written approval to incur these costs.

This benefit is in addition to any limit of indemnity.

#### 5. Claims

What You must do after loss, damage or accident:

- (a) Protect Yourself from any danger present.
- (b) Assist other people within Your capabilities if required.
- (c) Take reasonable steps to prevent further loss, damage or liability.
- (d) Notify the police immediately if any of Your property is lost, stolen, or maliciously damaged and provide the police with all assistance to apprehend the offending party.
- (e) Advise Us of the claim as soon as practicable and then supply Us with full written details by completing Our claim form. You or someone acting on Your behalf must complete a claim form within a reasonable time of an occurrence. If You do not, We may reduce the amount We pay if the delay causes increased costs or prevents Us investigating the claim.
- (f) Any invoices, bills, demands letters or notices You receive from other people involved in the loss, damage or accident must be sent to Us as soon as possible.

What You must not do after a loss or accident:

- (g) You must not admit fault or agree to pay for damage without Our consent. Do not make an offer, settle, or attempt to settle any claim against You. If You do We may not pay all or part of the claim.
- (h) You must not incur any costs or expenses or authorise repairs (other than necessary temporary repairs) without Our agreement.

#### 6. Designation of property

For the purpose of determining under which item any property is insured, we agree to accept the designation under which such property appears in Your books of account.

Provided always that this General Policy condition shall not apply to the Theft cover section with respect to tobacco, products containing tobacco, cigars, cigarettes and alcohol.

Furthermore, under the Theft cover section, Stock does not include tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are specified on the current Policy Schedule.

#### 7. Excess

If more than one Excess can be applied to one occurrence, then You will only need to pay the highest Excess. Sums Insured, Limits and sub-Limits of Liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

#### 8. Goods and Services Tax (GST)

The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- (a) not registered for GST, the amount We pay is the Sum Insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, We will pay the Sum Insured/limit of indemnity or the other limits of insurance cover and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number and Taxable Percentage.

Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured/limit of indemnity or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to Your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

### **9. Inspections**

We (or agents appointed by Us) have the right to inspect and examine, by mutual appointment, any Business Property insured.

### **10. Policy Law**

All disputes arising in relation to this Policy shall be determined by Australian courts, and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

### **11. Non-imputation**

Where this insurance is arranged in the joint names of more than one insured, as described in the definitions of You, it is hereby declared and agreed that:

- (a) each insured shall be covered as if it made its own proposal for this insurance;
- (b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each insured;
- (c) any knowledge possessed by any insured shall not be imputed to the other insured(s).

### **12. Other persons or organisations**

If any person or entity shall have any interest in the Business Property, We shall protect that interest in the event of a claim, provided that interest is disclosed in Your Business records and You shall have disclosed the nature and extent of that interest to Us at the time of notification of the claim.

Where the separate interests of more than one party in the Business Property are insured under this Policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties provided that the remaining party/ies shall, within a reasonable time after becoming aware of any act or neglect whereby the risk of loss, damage or destruction has increased, give notice in writing to Us and shall on demand pay such reasonable additional premium as We may require.

You cannot transfer the Policy into someone else's name without Our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy.

When a claim is paid under the Policy and is also recoverable under another Policy or policies, You agree to permit Us to seek contribution from the other insurer or insurers.

### **13. Our maximum liability**

Except as otherwise stated elsewhere in this Policy, the maximum amount We will pay will not exceed the amount stated in the Policy Schedule as the Sum Insured or the Limit of Liability for those sections selected.

The Sum Insured and sub-Limits of Liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

### **14. Premium funders**

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and irrevocable power of attorney, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

### **15. Progress payments**

We will not unreasonably withhold progress payments. We will make progress payments on claims at intervals to be agreed by Us following receipt of an interim report from Our loss adjuster or representative.

## 16. Your Obligations

You must take reasonable precautions to prevent personal injury or property damage as if You were not covered by this Policy such as:

- (a) if You discover Your products may be defective and the defect may cause a claim under the Broadform Liability cover section, at Your expense You must take reasonable steps to restrict, trace, recall, modify, replace or repair the products;
- (b) maintain and look after other person's or organisation's property and buildings used or occupied by You, in accordance with Your agreement with them;
- (c) if Your occupation includes digging below ground at sites away from Your Business Premises You must obtain the location of underground services from the owners of the services;
- (d) use and store all hazardous materials as required by law. If You do not take reasonable precautions We may refuse to pay part or all of Your claim.

## 17. Reinstatement of Sum Insured

In the event of damage insured under one or more of the Fire and Perils, Business Interruption, Theft, Money and Glass cover sections of this Policy, the amount by which the Sum Insured or Limit of Indemnity is reduced as a consequence of the loss or damage will be automatically reinstated as from the date of loss or damage provided that:

- (a) there is no written request from You or written notice by Us to the contrary;
- (b) the section is an operative section of the Policy; and
- (c) You pay the premium which We require for the reinstatement.

We will not reinstate the Sum Insured on the Fire and Perils cover or Business Interruption cover sections if We have paid a total loss under either of these sections.

## 18. Rewards

We will pay You up to \$5,000 or any higher amount shown in the current Policy Schedule for the reasonable cost of any reward paid by You to recover any property belonging to You or for which You are responsible that is lost, destroyed or damaged and which is insured under the Fire and Perils, Theft, Money or Glass cover sections of this Policy.

However:

- (a) the terms of the reward must be agreed by Us before it is offered; and
- (b) no such payment shall be made by You unless the value of the property recovered exceeds the reward.

We shall not unreasonably withhold or refuse consent to the terms of any reward payable under this General Policy condition.

## 19. Sale of salvage

We will not sell or dispose of any salvage without giving You the opportunity to buy it at its salvage value, provided that this condition does not allow You to abandon the property to Us.

## 20. Single occurrence

We will not pay for loss or damage to property covered by the Policy under more than one section of the Policy in respect of the same item and occurrence unless a relevant Sum Insured has been paid out in full and You have not been fully covered for the loss or damage.

## 21. Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for loss, damage or liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, damage or liability however:

- (a) We shall waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
  - (i) any co-insured (including directors, officers and employees);
  - (ii) any corporation or entity (including directors, officers and employees) owned or controlled by any insured or against any co-owner of the property insured.
- (b) You may without prejudicing Your position under this Policy:
  - (i) release any statutory governmental, semi-governmental or municipal authority from any liability if required at law to do so;
  - (ii) agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
  - (iii) agree to enter into a lease for occupancy of any building or part of a building or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

## GENERAL PROPERTY COVER SECTION

### Definitions

**“General Property”** means the property listed on the current Policy Schedule under the General Property cover section.

The current Policy Schedule will show which of the cover options A, B and/or C applies to your Policy.

### Cover A – Accidental Loss or Damage

We cover You for physical loss of or damage to the General Property, up to the Sum Insured, which occurs during the Period of Insurance subject to the General Exclusions and the Specific Exclusions of this Section.

### Cover B – Fire, theft, collision and other expressed perils

We cover You for loss or damage to the General Property, up to the Sum Insured, which occurs during the Period of Insurance subject to the General Exclusions and the Specific Exclusions of this Section where the loss or damage is caused by:

- (a) Fire lighting, explosion, malicious damage or vandalism;
- (b) Theft following forcible and violent entry which causes visible damage to a locked Vehicle or building;
- (c) Theft of equipment securely attached to a Vehicle through use of locks or padlocks, which results in visible damage to the securing devices;
- (d) Collision or overturning of the conveying Vehicle.

### Basis of settlement – Covers A & B

We will at our option either:

- (a) pay You the replacement cost of the General Property at the time of loss or damage; or
- (b) repair the General Property to a condition equal to but not better or more extensive than its condition when new; or
- (c) replace the General Property with a new item that has the same features or features that are nearly the same as (but not less than) the item being replaced.

### Cover C – Goods in transit

When the Goods in transit cover option is stated on the Policy Schedule, We will cover You up to the limit specified in the Policy Schedule for this cover option, less the Excess, for loss of or damage to goods belonging to You or for which You are legally responsible, whilst in the normal course of transit by road Vehicle owned or operated by You anywhere in Australia, caused by the following insured events:

- (a) Collision or overturning of the conveying Vehicle;
- (b) Fire, lightning or explosion;
- (c) Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a Vehicle containing Your item.

## Basis of settlement – Cover C

In the event of a claim the value of goods lost or damaged shall be taken as:

- (a) for goods sold - Your invoice value;
- (b) for goods purchased - the purchase price as shown on the invoice;
- (c) all other goods including plant transfers – market value.

## Exclusions – Cover C

We will not be liable under this cover option for loss of or damage to:

- (a) Money;
- (b) jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them;
- (c) explosives, petroleum products in bulk or gas in bulk;
- (d) livestock;
- (e) cigarettes, tobacco, wines, spirits or other alcoholic beverages unless specified in the Policy Schedule

We will not be liable under this cover option for loss or damage as a result of:

- (f) delay, loss of market, consequential loss of any kind, depreciation or deterioration;
- (g) collision or contact by the conveying Vehicle with the curb or uneven road surface;
- (h) theft by any of Your employees whether acting alone or in collusion with others;
- (i) electrical or mechanical derangement unless damage is visible to the exterior of the machine.

## Exclusions Covers A, B & C

What You are not covered for under this section.

- (1) We will not cover loss of or damage to General Property under the General Property cover section which is:
  - (a) covered under any other section of this Policy;
  - (b) being constructed, erected, altered, manufactured, cleaned or repaired.
- (2) We will not cover loss or damage caused by:
  - (a) wear and tear, fading, scratching or marring, rust, corrosion, mildew, mould, contamination or pollution, wet or dry rot, change of colour, flavour, texture or finish, dampness of atmosphere, variations in temperature, evaporation, disease, inherent vice, latent defect, loss of weight, depreciation, gradual deterioration or developing flaws, normal upkeep or making good, smut or smoke from industrial operations (other than sudden or unforeseen damage resulting therefrom);
  - (b) insects or vermin such as rats, mice, rabbits, possums and birds;
  - (c) faulty materials;
  - (d) faulty workmanship;
  - (e) mechanical, electrical or electronic breakdown.

Exclusion 2 applies to the part first and immediately affected and do not extend to subsequent damage to other parts of the property occasioned by a peril which is not otherwise excluded.

- (3) We will not cover:
  - (a) General Property not being used by You in accordance with the manufacturer's instructions;
  - (b) any legal liability of whatsoever nature;
  - (c) consequential loss of any kind.