

# Lumley Insurance Specified Events Cover



Wesfarmers General Insurance Limited, trading as Lumley Insurance, A.B.N. 24 000 036

## (Transits Within Australia)

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## SECTION 1 - SPECIAL MEANINGS OF WORDS

1. In this Policy, some words have a special meaning:

- (a) **"Specified Event"** are those events/occurrences set out in Section 4(a) which result in physical loss or damage to the goods and which is unintended and unexpected or could not reasonably have been intended or expected by a person who has actual knowledge of the means of transportation of the goods.
- (b) **"Basis of Valuation"** means the basis of valuation identified in the Policy Schedule.
- (c) **"Conveyance"** means the mode of transport, either air, rail, road, sea (see Cargo ISM Endorsement) or registered/parcel post.
- (d) **"Excess"** means the amount of any loss You suffer which You will bear and which is shown in the Policy Schedule, unless otherwise stated under any applicable section of the Policy, and which We will deduct from any settlement of a claim under the Policy. The excess is GST exclusive.
- (e) **"General Average"** occurs whenever any extraordinary sacrifice or expenditure is voluntarily and reasonably made or incurred in time of peril for the purpose of preserving the property at risk in a sea voyage.
- (f) **"Goods"** means the interest insured as identified in the Policy Schedule.
- (g) **"Livestock"** means sheep, cattle, goats and pigs (herd animals) as identified in the Policy Schedule whilst in Your care, custody and control and whilst in transit. Livestock does not include birds and bloodstock, stud or prize animals or other animals.
- (h) **"Insurer"** means Wesfarmers General Insurance Limited, trading as Lumley Insurance, (A.B.N 24 000 036 279).
- (i) **"Limit of Liability"** means the amount to which Our liability is limited and is the amount stated in the Policy Schedule as being the limit for any one accident or series of accidents arising from the one event. Certain extensions of cover (see Section 4(c)-4(v)) are given subject to certain further limits.
- (j) **"Packaging"** means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to You or for which You are responsible.
- (k) **"Transits within Australia"** means road, rail and air carriage in Australia, coastal sea voyages around mainland Australia including Tasmania.
- (l) **"Turnover"** means the gross value of all goods which You have caused to be transported.

## SECTION 1 - SPECIAL MEANINGS OF WORDS (continued)

- (m) **"Sendings"** means the actual value of goods at risk during the Policy Period as specified in the basis of valuation identified in the Policy Schedule.
- (n) **"Flood"** means the inundation of normally dry land by the escape or release of water from the normal confines of any natural watercourse or lake, whether or not altered or modified, or any dam reservoir or canal.
- (o) **"We" "Us" "Our" and "Lumley Insurance"** means Wesfarmers General Insurance Limited, trading as Lumley Insurance (A.B.N 24 000 036 279).
- (p) **"You" and "Your"** means You, the insured named in the Policy Schedule.

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## SECTION 2 - THE AGREEMENT BETWEEN US

- 2. We agree to provide insurance as described in this Policy subject to the terms, limitations, exclusions and conditions contained in or endorsed on or otherwise expressed in the Policy.
  - (a) This insurance is in exchange for You:
    - (i) having paid or agreeing to pay the premium to Us;
    - (ii) providing to us a written proposal.
  - (b) The policy wording, policy Schedule (which expression includes any Policy Schedule substituted for the original Policy Schedule) and endorsements (if any) are to be read together.
  - (c) We will pay You for loss of or damage to the goods subject to:
    - (i) the terms of this Policy;
    - (ii) the Exclusions and General conditions listed below;
    - (iii) the Insured Event occurring during the normal course of transit (as to which see Section 3 below), and within the geographical limit specified in the Policy Schedule;
    - (iv) the Insured Event occurring during the Period of Insurance specified in the Policy Schedule.
  - (d) This insurance is subject to Australian Law and practice.

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### SECTION 3 - THE TRANSIT DEFINED

3. During the Period of Insurance (as identified in the Policy Schedule) We insure You for the risks identified in Section 4:
- (a) From the time the goods are picked up inside the warehouse/premises or place of storage for loading on to the conveying vehicle, providing the transit begins within 72 hours and continues during the ordinary course of transit within Australia, until
  - (b) the insurance terminates when the goods are first placed inside the receiver's or other designated warehouse or premises or within (3) hours of completion of the transit where there is no immediate access to the receiver's or other designated warehouse or premises.
  - (c) From the time the livestock proceed onto the loading ramp leading to the conveyance and continues during the ordinary course of transit within Australia, until
  - (d) the insurance terminates when the livestock are placed on the ground or loading dock immediately adjacent to the conveyance.

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### SECTION 4 - SPECIFIED EVENTS COVER

4. Subject to the Exclusions and General Conditions of the Policy, including the Limit of Liability stated in the Policy Schedule, We insure You for:
- (a) **Goods/Livestock**  
Accidental loss of or damage to the goods or death of Livestock during transit caused by:
    - (i) Fire or explosion or flood or lightning;
    - (ii) Collision, jack-knifing, overturning or derailment of the conveyance;
    - (iii) Crashing or forced landing of the conveying aircraft;
    - (iv) Contact of the goods or impact of Livestock whilst the conveyance is in motion with any external object or thing not being the conveyance or on the conveyance;  
or
    - (v) Theft following visible forced entry/removal;
    - (vi) Where transit is by sea - contact of the vessel with any external object or the vessel being stranded, grounded, sunk or capsized;
    - (vii) Where livestock are specified in the Policy Schedule, cover is extended to include the killing of injured animals in the interests of humanity where the injury was caused by one of the events listed in 4(a)(i) – 4(a)(vi).
  - (b) **Extensions**  
Subject to the Exclusions and General Conditions of the Policy, including the Limit of Liability stated in the Policy Schedule, We also insure You in respect of loss of or damage to goods as defined under sub Section 4 in the following circumstances.

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#### SECTION 4 - SPECIFIED EVENTS COVER (continued)

- (i) **Insufficiency of Packing Clause**  
Loss of or damage (as defined) to the Goods despite insufficiency or unsuitability of packing or preparation of the Goods.
- (ii) **Packers' Clause**  
From the time that the Goods leave the suppliers' warehouse en route to the packers' warehouse and while there for a period not exceeding thirty (30) days prior to shipment, but excluding any loss or damage caused by delay or while the Goods are being worked on.
- (iii) **Shut-Out Clause**  
In the event of the Goods being "shut-out" from the conveyance at an intermediate place during the course of transit, We cover the Goods while waiting for an alternative conveyance but do not cover any loss or damage caused by delay.
- (iv) **Strikes and Riots**  
Accidental loss of or damage to the Goods caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions or damage caused by persons acting maliciously or by vandalism.
- (v) **Acquired Companies clause**  
This Policy is extended to include any company, subsidiary company or firm formed or purchase by You during the Period of Insurance provided that:
- You hold a controlling interest or have agreed to accept responsibility for insurance;
  - You advise Us of the existence of the company or firm not later than twenty one (21) days from the date of signing the purchase contract or date of formation;
  - You declare to Us the estimated turnover, type of goods to be insured and past claims history;
  - You agree to the additional conditions and premium required by Us.
- (vi) **General Average and Salvage Clause**  
If Your Goods are being transported by sea between Australian ports and general average is declared, We insure Your proportion of the general average and/or salvage contribution irrespective of the amount insured being less than the contributory value, subject always to the limit of liability stated in the Schedule.
- (vii) **Overcarried Clause**  
In case the Goods are over-carried to a different destination, We will insure the Goods until they are returned to their original destination.
- (viii) **Onforwarding/Transfer Clause**  
Where, due to an event covered by this insurance, the transit is terminated short of the intended destination We will insure all reasonable costs incurred in transferring, storing and forwarding the Goods to the original destination in Australia.

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**SECTION 4 - SPECIFIED EVENTS COVER** (continued)

(ix) **Brand/Labels Clause**

In the event of loss of or damage to Goods bearing embossed or indented brands or labels or other permanent markings identifying You as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the Goods may be retained by You to dispose of as You see fit provided a reasonable allowance is agreed for the value of the Goods. Where only the labels of Goods are affected by the insured event the amount payable by Us is limited to the cost of reconditioning and the costs of relabelling.

(c) **Extensions Which Are Further Limited As To Amount**

Subject to the Exclusions and General Conditions of the Policy, including the Limit of Liability stated in the Policy Schedule, We also insure You for the following risks which are subject to a further Limit of Liability.

(i) **Packaging**

Loss of or damage (as defined) to packaging of the Goods while carried in transit caused by an Insured Event subject **to the limit of A\$10,000** any one loss or series of losses arising from the one event, unless otherwise specified in the Policy Schedule, and provided the loss or damage is not recoverable under any other Policy of Insurance.

(ii) **Debris Removal Clause**

All reasonable costs and expenses incurred in unloading, removing and disposing of damaged goods and clean-up of the accident site after the occurrence of an Insured Event, **subject to a limit of A\$10,000** any one loss or series of losses arising from the one event, unless otherwise specified in the Policy Schedule and provided the costs and expenses are not recoverable under any other Policy of Insurance.

(iii) **Resecuring**

All reasonable costs and expenses incurred in resecuring the Goods where there has been movement of the Goods in transit, which makes resecuring necessary, even though there may be no claim resulting from the incident provided these circumstances were outside Your control and You could not reasonably be expected to have knowledge of them in the normal course of Your business, **subject to a limit of A\$1,000** any one incident, unless otherwise specified in the Policy Schedule and provided these costs and expenses are not recoverable under any other Policy of Insurance.

(iv) **Livestock Agistment Expenses**

All reasonable cost and expenses necessarily incurred in maintaining livestock at agistment after the occurrence of an Insured Event, **Subject to a limit of \$200 per animal and \$10,000** any one loss or series of losses arising from the one event.

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**SECTION 4 - SPECIFIED EVENTS COVER** (continued)

(v) **Livestock Mustering Expenses**

All reasonable cost and expenses necessarily incurred in mustering livestock at or near the scene of a loss being an event specified in 4(a)(i) to 4(a)(vii), **Subject to a limit of \$200 per animal and \$10,000** any one loss or series of losses arising from the one event.

**What We Will Pay:**

(d) **At Our option, We will pay either:**

- (i) the cost of repairing or replacing lost or damaged Goods including freight costs; or
- (ii) the actual value of the lost/damaged Goods at the time of loss (ie. unless the Goods were new, an amount for depreciation and wear will be deducted from the claim) including freight costs.
- (iii) the Sum Insured of dead/missing Livestock as stated in the Policy Schedule.

(e) **Machinery and Equipment Replacement Clause (new and second hand/used)**

Where loss of or damage to any part or parts of an insured machine or equipment is caused by an insured event and a new replacement part or parts is used the amount We will pay is limited to:

(i) **New Machines or Equipment**

- the cost of replacement or repair of the part or parts; and
- additional charges for forwarding and refitting.

We will not pay more than the value of the complete machine or equipment.

(ii) **Second Hand or Used Machines or Equipment**

- the proportion of the cost of replacing or repairing the part or parts lost or damaged as the amount insured bears to the value of the new machine or equipment, part or parts when new; and
- additional charges for forwarding and refitting.

We will not pay more than the value of the complete machine or equipment.

(f) **Pairs and Sets Clause**

Where any insured items consist of articles in a pair or set We will not pay more than the value of any particular article or articles of the pair or set, which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

(g) **Limit of Liability**

Subject to Section 4(c) - 4(v) Our liability is limited to the amount stated in the Policy Schedule in respect of any one accident or series of accidents arising from the one event.

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## SECTION 5 - EXCLUSIONS

### 5. POLICY EXCLUSIONS

We do **NOT** insure You for any loss, damage or expenses:

- (a) to property other than the Goods or Livestock shown in the Policy Schedule;
- (b) to Goods or Livestock caused by your wilful act or a wilful act committed by someone with Your knowledge or connivance;
- (c) to Goods or Livestock caused by delay, rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an Insured Event);
- (d) caused by a reduction in value of Goods because of repair;
- (e) caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the Goods;
- (f) caused by inherent vice or nature of the Goods/Livestock;
- (g) caused by the failure of You or Your employees to take all reasonable precautions to ensure that refrigerated Goods are kept in refrigerated, or where appropriate, properly insulated and cooled space;
- (h) to Goods caused by rust, oxidation or discolouration unless caused by an Insured Event;
- (i) to Goods caused by electronic, electrical or mechanical failure unless caused by an Insured Event or accident to the conveying vehicle;
- (j) to or of electronic records, software or data information;
- (k) to Goods or Livestock caused directly or indirectly by war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by , or by the order of , any government, public or local authority;
- (l) arising from theft of Goods or Livestock when in Your custody or control if the conveying vehicle or building or premises used for temporary storage during the normal course of transit is not securely locked when unattended;
- (m) arising from the insolvency or financial default of the carrier unless the circumstances were outside Your control and You could not reasonably be expected to have knowledge of it in the normal course of Your business.

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## SECTION 6 - GENERAL CONDITIONS

### 6. Your Duty of Disclosure

(a) **Cooling Off**

If You are not completely satisfied with Your 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 something has occurred for which a claim may become payable under the Policy.

(b) **Confirming Transactions**

You may contact us or Your adviser, in writing (which is always required if You are advising cancellation) or by phone, to confirm any transaction under Your Policy. Any transaction will be documented by Us as quickly as possible.

(c) **Code of Practice**

A self-regulatory Code of Practice exists for the general insurance industry, designed to raise overall standards. Lumley Insurance has adopted the Code, details of which can be obtained from Your insurance Agent or Broker or any of Our Offices.

(d) **Complaints – Internal and External Complaints Procedure**

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 a claim decision by the IDRC, the matter may be referred to an independent alternate dispute resolution body, “Financial Ombudsman Service” provided it falls within their jurisdiction.

(e) **Your Duty of Disclosure**

Before You enter into a contract of General Insurance with Us, You have a duty, under the *Insurance Contracts Act 1984*, to tell Us every matter that You know or a reasonable person in the circumstances could be expected to know, that is relevant to Our decision whether to insure You, and, if so, on what terms.

You have the same duty to disclose such matters to us before You renew, extend, vary or reinstate a contract of General Insurance. Your duty however does not require disclosure of matters:

- (i) that diminish the risk to be undertaken by Us;
- (ii) that are of common knowledge;
- (iii) that We know, or in the ordinary course of Our business, ought to know;
- (iv) when compliance with Your duty is not required by Us.

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**SECTION 6 - GENERAL CONDITIONS (continued)****Non-Disclosure**

If You fail to provide Us with this information We may be entitled to reduce Our liability under the Policy in respect of a claim or in certain circumstances, We may cancel the Policy as if it never existed. If Your failure to provide this information is fraudulent We may also be entitled to avoid the Policy from its beginning as if it never existed and You did not have insurance.

**(f) Alteration of Risk**

If there is any change in the circumstances or nature of the risks covered by this insurance, You must give Us immediate written notice at least every time You renew or change this Policy- but only for matters You have not told Us about before. If You do not We may be entitled to decline to pay a claim arising after the change.

**(g) Authorisation**

You authorise Us to give to and obtain from any other Insurer's Insurance Reference Bureaus and Credit Reporting Agencies any information relating to Your credit or insurance history as well as insurance claims information.

**(h) Automatic Reinstatement Clause**

The amount We are required to pay You under this Policy is limited to the amount in the Policy Schedule. This amount will be reduced by any claims which We pay. Reinstatement of the original amount specified in the Policy Schedule shall be automatic subject to payment of the appropriate additional premium (where applicable).

**(i) Benefit of Insurance**

The carrier or any other person(s) who have charge of the goods cannot claim any benefit under this Policy.

**(j) Goods and Services Tax (GST)**

All amounts insured by this 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.

**(k) Other Insurance**

If, at the time of any loss, any other policy exists which may also cover the loss, You must inform Us of the details of such policy.

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**SECTION 6 - GENERAL CONDITIONS (continued)**

- (l) **Third Party Interests**  
You must inform Us of the interest of all third parties (eg. financiers or lessors) to be covered by this Policy. We protect the interest of third parties only if You have informed Us of them and their interest(s) are noted in the Policy Schedule.
- (m) **Turnover or Sendings (whichever is applicable) And Premium Calculation**
- (i) The deposit premium payable at the commencement of each Period of Insurance is calculated with reference to the basis of valuation as identified in the Policy Schedule on estimated turnover or sending's (whichever is applicable) figures provided by You to Us.
  - (ii) You must declare the actual turnover or sending's (whichever is applicable) on expiry of the period of this Policy or any subsequent period for which the policy is renewed within thirty (30) days from the expiry of each Period of Insurance. This figure should represent the actual value of all Goods for which we were at risk during the Period of Insurance.
  - (iii) The premium will be adjusted in accordance with the ratings factors set out in the Policy Schedule or as otherwise agreed between Us and You.
  - (iv) The difference between the premium for the actual figures at the end of the period and the deposit premium will be paid by or refunded to You but subject to a minimum premium of 80% (or as advised) of the deposit premium being retained by Us.
  - (v) You are required to, and agree to, keep accurate records of all Your business and, on request, will submit audited copies to Us.
  - (vi) If We request an audited copy of the records of Your business and this is not available then We may appoint an auditor. We shall pay for the cost of the audit but if the audit reveals that the figures declared by You are incorrect, You shall reimburse Us for the cost of the audit.
- (n) **Warranties**  
Any warranties identified in the Policy Schedule are to be regarded as conditions of the contract of insurance.
- (o) **Privacy**  
Privacy laws protect Your personal information. Please refer to the Privacy Statement that was issued to You with Your proposal or quotation for insurance. If You require another Privacy Statement, the Lumley Insurance Privacy Policy or for further information please contact Your nearest Lumley Insurance office and ask for the Compliance Manager.

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## SECTION 7 – SPECIAL CONDITIONS

### 7. (a) **Terrorism Exclusion Clause**

This Policy excludes any loss, damage, liability or expense arising from:

- (i) Terrorism; and or
- (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- \* the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- \* putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

However, this exclusion will not apply to any loss, damage, liability or expense arising from the operation, ownership, management or chartering of:

- Vessels, crafts and units whilst afloat, under construction or repair or in dock
- Seawalls, wharves, piers, jetties, docks, berths, pontoons, associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour or marina
- Any platform or similar energy risk
- Cargo in the ordinary course of transit as described in the Cargo Termination of Transit Clause (Terrorism); or
- Whilst the subject matter insured is either “waterborne” or “airborne” as defined in the War Risk Waterborne and War Risk Airborne Agreement issued by Lloyd’s Underwriters’ Association and the Institute of London Underwriters dated 19 December 1997.

### (b) **Cargo Termination of Transit Clause (Terrorism)**

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

- (i) Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured (Goods/Livestock) caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured (Goods/Livestock) being in the ordinary course of transit and, in any event, SHALL TERMINATE:

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**SECTION 7 – SPECIAL CONDITIONS** (continued)

Either:

- (ii) as per the transit clauses contained with the Policy (Clause 3) or
- (iii) on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
- (iv) on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which You elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- (v) in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the Goods hereby insured from the overseas vessel at the final port of discharge,
- (vi) in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured (Goods/Livestock) from the aircraft at the final place of discharge.

Whichever shall first occur.

(c) **Cargo ISM Endorsement**

This clause is applicable to shipments on board all vessels of 500 gross tons or more.

In no case shall this insurance cover loss, damage or expense where the subject matter (Goods/Livestock) insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when at the time of loading of the subject matter (Goods/Livestock) insured on board the vessel, the Insured were aware or in the ordinary course of business should have been aware:

- (i) either that such vessel was not certified in accordance with ISM Code;
- (ii) or that a current Document of Compliance was not held by her owners or operators.

As required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter (Goods/Livestock) insured in good faith under a binding contract.

Subject otherwise to the Limit of Liability, exclusions and conditions stated in the Policy Schedule.

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## SECTION 7 – SPECIAL CONDITIONS (continued)

(d) **Extended Radioactive Contamination Exclusion Clause**

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

- (i) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- (ii) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iv) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (v) 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.

(e) **Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause**

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

- (i) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- (ii) any chemical, biological, bio-chemical or electromagnetic weapon
- (iii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

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## SECTION 8 - CLAIMS PROCEDURE

### 8. What You Must Do

- (a) Following an event that is likely to give rise to a claim under this Policy, you must take the following steps:

**Immediate Action**

- (i) Take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by Us).
- (ii) Inform the Police as soon as possible after a theft or malicious damage is discovered.

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**SECTION 8 - CLAIMS PROCEDURE** (continued)

- (iii) When delivery is made by container, ensure that the container and seals are examined immediately by a responsible official of the receiver. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.
- (iv) If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys to be performed by the carrier or other person(s) who had charge of the goods to be conducted within three (3) days of delivery.
- (v) Inform Us of the circumstances and let Us have a copy of all relevant documents.

**Notification**

- (vi) Inform Us what has happened.
- (vii) Submit to Us full written particulars as soon as possible.
- (viii) Send to Us all relevant correspondence and documents.
- (ix) Provide, or arrange for Us to be provided with, invoice statements and other documents evidencing the amount of the loss.

**(b) When Other Parties May Be Liable**

When another person or persons may be liable to You for the loss, damage or liability, You must:

- (i) not agree to release them from liability;
- (ii) send them a letter holding them liable and informing them of Your intention to make a claim;
- (iii) in **No** circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.

**(c) Subrogation**

We, in circumstances in which We pay a claim under the Policy, may exercise all Your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in Your name and have full discretion in the exercise of Your legal rights. You must assist in any recovery action We commence or defence We undertake on Your behalf.

- (d) Measures taken by You or Us with the object of saving, protecting, or recovering the goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either Us or You.

**(e) Claims Documentation**

To enable claims to be dealt with promptly, please submit all available supporting documents without delay including; (where applicable):

- (i) original policy or certificate of insurance (if required)
- (ii) original contract of carriage, consignment note or other contract of carriage
- (iii) original or copy shipping invoices, shipping specifications, weight notes, or sales invoice or other document evidencing value

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## SECTION 8 - CLAIMS PROCEDURE (continued)

- (iv) survey report or other documentary evidence to show the extent of the loss or damage
  - (v) delivery docket and weight notes at final destination
  - (iv) correspondence exchanged with carriers and other person(s) regarding their liability for the loss or damage.
- (f) **Note: Your failure to comply with the above conditions concerning claims procedures and documentation may prejudice Your claim under the Policy.**

### Other Important Details

- (g) **General Average**  
In the event of a General Average contribution arising under this Policy, contact Us before signing any General Average Bond.
- (h) **Fraudulent Claims**  
If any claim is fraudulent or false in any respect, We may refuse to pay the whole or part of the claim to the extent permitted by law.
- (i) We may also be entitled to cancel this Policy as if it never existed and You did not have insurance.
- (j) **If You Do Not Agree With Any Decision We Make**  
If You do not agree with any decision We make in relation to Your claim, please write to Us stating what You disagree with and why. When We receive Your letter We will:
- (i) resolve Your complaint immediately or refer the matter to the Lumley Insurance Internal Disputes Resolution Committee.
  - (ii) refer the claim to the Financial Ombudsman Service.

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## SECTION 9 – CANCELLATION

### 9. To Cancel This Policy

- (a) At any time, You may cancel this Policy by giving Us notice in writing.
- (b) We may cancel this Policy only when permitted by *the Insurance Contracts Act 1984* to do so.
- (c) Upon cancellation We will refund a pro rata proportion of the premium received by Us. When the premium is based on turnover or other variable amount that is required to be declared to Us the refund of premium will be made after the turnover or other variable amount has been declared to Us and the premium adjusted.