

## Commercial Business Policy



Lumley General Insurance Limited A.B.N. 24 000 036 279



**PARKS** INSURANCE PTY LTD

ACN 001 976 049

A SPECIALIST UNDERWRITING AGENCY

Arranged by:

**PARKS INSURANCE PTY LTD.**  
A.B.N. 62 001 976 049

Level 1  
2 Oval Avenue  
PO Box 817  
Woy Woy NSW 2256  
Phone (02) 4344 3011  
Fax (02) 4344 2401

Underwritten by:

**LUMLEY GENERAL  
INSURANCE LIMITED**  
A.B.N. 24 000 036 279

**New South Wales**  
Lumley House  
Level 9, 309 Kent Street  
Sydney NSW 2000  
Phone (02) 9248 1111  
Fax (02) 9248 1122

### IMPORTANT INFORMATION

Please read this document carefully as it sets out the limits, exclusions, conditions and other terms that apply to this contract of general insurance. Our agreement with You is made up of Your proposal form or any other application for insurance and Our Policy document We give to You in writing. It is a condition of this Policy that You must pay Us the premium for this insurance.

You should keep Your Policy in a safe place together 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 need more information about this Policy please contact Your insurance Agent or Broker or Your local Lumley General Insurance Limited state office.

### Duty of Disclosure

Before You enter into a contract of general insurance with an insurer, You have a duty at law 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 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, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

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

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**IMPORTANT INFORMATION (continued)****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.

**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.

**Code of Practice**

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

**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, "Insurance Enquiries and Complaints Limited" provided it falls within their jurisdiction.

**Privacy**

Lumley General Insurance Limited respects Your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of Our Privacy Policy and Procedures is available at any of Our offices.

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**THE AGREEMENT**

After You have paid the premium We will indemnify You, subject to the terms and conditions of the Policy, and the specified Sections in the Schedule of the Policy in respect of loss, damage or liability occurring during the Period of Insurance.

We may, at Our option, settle any accepted claim by payment, replacement, restoration or repair.

Provided that Our liability will not exceed the Sum Insured nor any specific sub-limits contained in the Schedule or any specified Section of the Policy covering that particular loss, damage or liability.

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## **GENERAL DEFINITIONS - Applying to all Sections**

**"We", "Us", "Our"** means Lumley General Insurance Limited.

**"You", "Your"** means the insured named in the Schedule.

**"Business"** means the business or occupation of a Caravan Park Operator or otherwise described in the Schedule and carried out by You at Your Situation.

**"Policy"** means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form the Agreement.

**"Schedule"** means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover including the Sections of the Policy which apply.

**"Period of Insurance"** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

**"Situation"** means the address(es) shown in the Schedule.

**"Sum(s) Insured"** means the Sum Insured or amount shown in the Schedule for which You have elected to insure.

**"Excess"** means the amount shown in the Schedule, unless otherwise stated under any applicable Section of the Policy, which We will deduct from any settlement of a claim under the Policy.

**"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, 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.

**"GST"** means Goods and Services Tax.

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## **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.

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## **GENERAL CONDITIONS - Applying to all Sections**

### **1. Alteration**

Unless Our written consent is obtained We will not be liable for loss, damage or liability caused or contributed to by any alteration after the commencement of the Policy:

- (a) in Your Business, or other circumstances affecting Your Situation, which increases the risk of loss, damage or liability occurring, or
- (b) if Your interest in the Situation or Business ceases or changes in nature for whatever reason.

If Your Business is wound up or carried on by a receiver or permanently discontinued, all cover under the Policy will cease from that time.

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## **GENERAL CONDITIONS - Applying to all Sections (continued)**

### **2. Authorisation**

We may give to and obtain from other insurers, insurance reference bureaux and any credit reporting agencies, any information relating to Your credit or insurance history as well as insurance claims information obtained during the Period of Insurance.

### **3. Automatic Reinstatement**

Following a claim under any Section of the Policy (other than the Legal Liability Section) and subject to payment of the appropriate additional premium, the Sum Insured will be automatically reinstated. However, the reinstatement of each Sum Insured will be made only once during any one Period of Insurance.

### **4. Breach**

Breach of a Policy Condition without Your knowledge or consent, or error in name, description, or Situation, will not prejudice Your rights under the Policy provided You immediately notify Us in writing when such breach or error comes to Your knowledge and You pay any additional premium required by Us in respect of any increase in the risk insured resulting from such breach or error.

### **5. Cancellation**

The Policy may be cancelled by:

- (a) You at any time by notifying Us in writing. We will then refund the premium for the unexpired Period of Insurance less Our cancellation costs
- (b) Us only in accordance with the provisions of the Insurance Contracts Act 1984. We will then refund the premium for the unexpired Period of Insurance
- (c) a premium funding company only in accordance with the power of attorney granted to such company by You. We will then refund the premium for the unexpired Period of Insurance less Our cancellation costs.

### **6. Claims Procedure**

If anything occurs which could give rise to a claim under the Policy, You must:

- (a) give immediate notice to Us and within one month give full information in writing concerning the occurrence and supply Us with all assistance and documents which We may reasonably require
- (b) immediately inform the Police in respect of loss or damage caused by any suspected crime
- (c) not authorise repairs or replacement of lost or damaged property, other than those of a necessary temporary nature, without Our permission
- (d) allow Us at Our option to take over and conduct in Your name, the prosecution, defence or settlement of any claim
- (e) preserve in its condition at such time any products, appliances, plant or anything which could be evidence in connection with any claim

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## **GENERAL CONDITIONS - Applying to all Sections (continued)**

- (f) not make any payment, settlement or admission of liability without Our written permission
- (g) notify Us of any other insurance which may cover the loss, damage or liability
- (h) take all reasonable steps to minimise and reduce any loss or potential loss.

### **7. Contractual Liability**

Liability arising as a result of an agreement made by You is provided only if such liability would have attached in the absence of such agreement.

### **8. Discharge of Liabilities**

We may at any time pay You in respect of all claims arising from one source or original cause:

- (a) the amount of the applicable Sum Insured for the applicable Section of the Policy (after deduction of any amounts already paid by Us which would reduce the amount of Our unfulfilled liability), or
- (b) any lesser amount for which the claim or claims can be settled.

Upon such payment We will relinquish conduct or control of, and be under no further liability under the Policy in connection with, such claim or claims except for costs, charges and expenses incurred with Our written consent prior to such payment.

### **9. Fraudulent Claims**

If You make, or are party to, any claim which is fraudulent in any way Your claim will be rejected.

### **10. Inspection**

At all reasonable times We, or Our representative or agents, have the right to enter Your Situation and to inspect and examine any property insured under the Policy.

### **11. Interpretation**

- (a) Any word or expression which is given a specific meaning in the Policy will have that meaning wherever it may appear provided that it commences with a capital letter
- (b) headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings
- (c) words in the singular include reference to the plural and vice versa
- (d) We agree to accept the designation applying to the property in Your books of account.

### **12. Misrepresentation and Non-Disclosure**

If You failed to disclose any matter which You were under a duty to disclose to Us, or made a misrepresentation to Us before the Policy was entered into, We may be entitled to:

- (a) reduce Our liability in respect of a claim, and/or
- (b) cancel or avoid the Policy.

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## **GENERAL CONDITIONS - Applying to all Sections (continued)**

### **13. Other Interests and Joint Insureds**

- (a) The Policy only covers Your interests and other interests notified and accepted by Us.
- (b) If the Policy covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of any other party provided that such other party will immediately on becoming aware of such act or neglect give notice in writing to Us and pay such additional premium as We may reasonably require.
- (c) No interest in the Policy may be transferred without Our written consent.
- (d) All persons entitled to benefit under the Policy will be bound by its terms.

### **14. Progress Payments**

Progress payments on account of any loss recoverable under the Policy may be made to You at such stages as may be mutually agreed subject to production of an interim report by Our loss adjuster.

### **15. Subrogation**

If We indemnify You in respect of any claim under the Policy We will immediately be subrogated to any rights of recovery You may have in connection with such claim.

### **16. Your Obligations**

You must take all reasonable precautions to:

- (a) prevent or minimise loss of or damage to property or injury to persons
- (b) maintain all premises, fittings and equipment in efficient working condition, including:
  - (i) Burglar Alarms and other security devices which must be operative whenever the premises are unattended outside Your normal business hours
  - (ii) Fire protective systems which must comply with the relevant Australian standard and be operative at all times
- (c) comply with all statutory requirements, by-laws and regulations imposed by any public authority for the safety of persons or property.

### **17. Due Observation**

If You fail to comply with any provision of this policy We may refuse to pay a claim, but in this event Our rights will be subject to the provision of section 54 of the Insurance Contracts Act of 1984.

### **18. Keep Us Informed**

It is important for Your continued protection by this Policy to advise Us of matters which alter the basis of this Policy such as changes in Your name and/or address, Your business or trade or occupation or construction of Your premises, new business products not previously disclosed to Us.

### **19. Policy Wording**

Where terms and conditions on the Policy Sections differ from the general terms and conditions, the terms and conditions on the Policy Sections prevail.

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## **GENERAL EXCLUSIONS - Applying to all Sections**

We will not pay for:

**1. Nuclear**

Loss damage or liability caused by or arising out of ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.

**2. Unoccupancy**

Loss, damage or liability which occurs during any period in excess of 30 consecutive days during which Your Situation is left unoccupied, unless with Our written consent.

**3. War and Terrorism Exclusion**

This Policy does not insure death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other contributing cause or event:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of Terrorism.

This Policy also excludes death, injury, illness, loss, damage, 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 above Exclusions

**4. Electronic Data Exclusion**

This Policy does not insure loss or damage caused by:

- (a) the corruption or destruction of data, coding program or software and/or
- (b) the unavailability of data and malfunction of hardware, software and embedded chips and/or
- (c) any business interruption losses resulting therefrom.

Provided that this Exclusion shall not apply where such loss or damage occurs as a direct result of physical damage which is otherwise insured by this Policy.

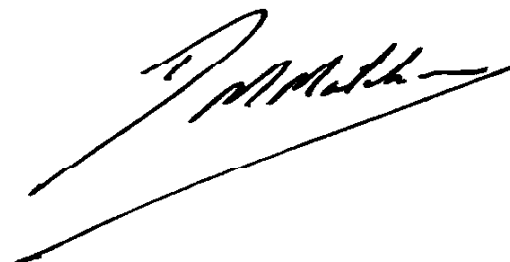
**5. Wear and Tear**

Loss or damage in respect of wear and tear including but not limited to, rust, fading, discolouration, scratching or marring, gradual deterioration or development of flaws, normal upkeep or making good.

ATTACH SCHEDULE/S HERE

This Policy is signed for and on behalf of Lumley General Insurance Limited by

EXAMINED BY \_\_\_\_\_



Managing Director

Stamp Duty on this Policy paid in conformity with -

NSW: Section 88AA(1) of Stamp Duties Act as amended approval No. POL.3

QLD: Queensland Stamp Duty Paid

WA: Stamp Duty Paid

Tas: Duty Regulation 29 Statutory Rule No. 36



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### IMPORTANT NOTE

The Important Information and Agreement, General Definitions, Conditions and Exclusions apply to this Section and must be read in conjunction therewith.

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### COVER

We will indemnify You in respect of physical loss or damage to property described whilst within the Premises caused by Burglary.

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### DEFINITIONS - Applying to Burglary Section

"Burglary" means theft or attempted theft by any person involving:

- (a) visible forcible and violent entry to or exit from the Premises, or
- (b) actual or threatened armed hold up, assault or violence, or
- (c) felonious concealment within the Premises.
- (d) theft other than by (a), (b) & (c) and any attempt thereof, to any property not secured but not exceeding \$3,000.

"Premises" means that part of the buildings at Your Situation occupied by You excluding:

- (a) any building not communicating therewith
- (b) any yard or open space.

"Stock" means:

- (a) stock and/or merchandise including the value of work done, containers and packing materials
- (b) customers' goods unless otherwise insured
- (c) current patterns, models, moulds and designs limited to the value shown in your financial records

"Other Contents" means contents of every description belonging to You or for which You are responsible whilst in or on Your Premises, including:

- (a) business furniture, machinery, plant, tools and equipment
- (b) business (including computer) records, plans and designs but only for the value of materials and not for the value to You of the information therein

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**DEFINITIONS - Applying to Burglary Section (continued)**

- (c) improvements, alterations or additions, which are not otherwise insured, carried out or owned by You at leased or rented premises
- (d) property of Your directors and/or employees, not otherwise insured, limited to \$500 in respect of any one person and \$2,000 in total
- (e) antiques, curios and works of art limited to \$2,000 in respect of any one article and \$10,000 in total.

"Other Contents" does not mean:

- (i) Stock
- (ii) motor vehicles, aircraft, watercraft (other than described in Additional Benefits 5.), trailers or their accessories
- (iii) jewellery, furs, precious stones or metals, bullion, money, stamps, cheques or other negotiable securities.

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**ADDITIONAL BENEFITS - Applying to Burglary Section**

We will also pay:

**1. Employee Dishonesty**

Up to \$2,500 any one event where Your employee(s) is/are successfully prosecuted in respect of fraudulent misappropriation of Stock, provided that:

- (a) such misappropriation occurs during the Period of Insurance and is discovered
  - (i) during the Period of Insurance, or
  - (ii) within 6 months of the expiry of the Period of Insurance
- (b) all losses arising from the one source or original cause will be deemed to be one event irrespective of whether such misappropriation was committed during more than one Period of Insurance
- (c) once You have discovered, or have reason to suspect, such misappropriation, Our liability for any further loss ceases.

**2. Keys and Locks**

Following Burglary, the cost of replacing keys and locks used to secure Your Premises limited to \$1,000 any one event.

**3. Temporary Protection and Security Guards**

Following Burglary, costs necessarily and reasonably incurred by You in arranging temporary protection at Your Premises including the employment of security guards up to \$2,000 any one event.

**4. Damage to Premises**

Following Burglary, the cost of repairs to Your Premises limited to \$2,000 any one event.

**5. Watercraft**

For the Theft of Watercraft less than 5 metres in length in the open air at Your Situation, provided that such Watercraft are secured by locking devices whilst not in use.

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**SPECIFIC EXCLUSIONS - Applying to Burglary Section**

We will not pay for loss or damage:

1. Due to Burglary by, or in collusion with, any members of Your staff or household or occupants of the Premises other than as provided in Additional Benefit 1 of this Section
2. To cash, currency, bank notes, stamps, deeds, bonds, bills of exchange, promissory notes, securities for money or other negotiable documents
3. Arising during or as a result of fire, earthquake, riot or civil commotion
4. Caused by burglars or persons attempting theft
5. Of any consequential kind.

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**OPTIONAL EXTENSION - Applicable only if indicated in the Schedule****1. Seasonal Increase**

The Sum Insured on Stock will be automatically increased by 25% of the amount shown in the Schedule during the periods from:

- (a) 60 days prior to christmas day plus 10 days thereafter.
- (b) 30 days prior to Easter Sunday to 5 days thereafter.

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