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IMPORTANT INFORMATION ABOUT THE POLICY

Thank you for choosing the Lumley Insurance/CEMAC "Contractors Machinery" Policy. Please read the Policy carefully to find out your rights and duties and what is or is not insured. If you want to know anything about the insurance or want to change it, please contact your broker, CEMAC or us.

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.

THE AGREEMENT

After you have paid the premium, we will insure you against Loss and/or legal liability (as set out in the Policy) which occurs in Australia during the Period of Insurance.

DEFINITIONS

"Accident" means an event that you did not expect or intend.

"Dry Hire" means hired out by you without your Operator.

"Excess" means the amount (which excludes GST) specified in the Schedule and elsewhere in the Policy which you must contribute to each and every claim.

The Excess specified in the Schedule is doubled if the Operator of the Machine suffering loss is under 25 years of age or has less than 2,000 hours experience on similar equipment.

"GST" means Goods and Services Tax.

GST Note: 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.

"Loss" means sudden physical loss or damage caused by Accident.

"Machine" means the machine specified in the Schedule and its attachments.

"Operator" means driver or operator.

"Period of Insurance" means the period specified in the most recent Schedule or the subsequent period for which the Policy has been renewed. A new Period of Insurance being each time the policy is renewed.

"Policy" means this document, the Schedule and any other notice we give you in writing.

"Schedule" means the attachment which forms part of the Policy and specifies the Policy number and other details of the insurance.

"Trade Use" means use in excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and the like including the process of setting up for such operations and reverting from such operative format to travel/transit configuration. It does not include transit to or from a worksite but does include travel within a worksite if simultaneously being used for work.

"we", "us", "our" and "Lumley Insurance" means Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

"you", "your" means anyone insured under the Policy.

Note: Any words appearing in the singular can also appear in the plural and vice versa.

SECTION 1 – THE MACHINE

If Loss happens to the Machine by Accident, at our option, we will pay you:

- (a) the cost of repairing or replacing the Machine, or
- (b) the Machine's market value immediately before Loss occurred, or
- (c) the sum insured specified in the Schedule.

If you have specified the Agreed Value option in the Schedule and the cost of repairing the Machine exceeds the Agreed Value, then we will pay that Agreed Value.

If the Machine was insured for less than 90% of its market value at the time of Accident, the cost of repairing or replacing the Machine will be limited to the same proportion of the cost as the sum insured bears to 90% of the Machine's market value immediately before Loss occurred. Nothing contained in this clause shall increase the Sum Insured specified in the Schedule.

SECTION 1 - EXTENSIONS

Each extension is subject to the terms of the Policy in so far as they can apply.

Accessories, Tools and Spare Parts

Where the Machine has sustained insured loss or damage, we will also insure you for Loss to accessories, tools or spare parts, supplied by the Machine's manufacturer, that were attached to or within the Machine at the time of Loss subject to a maximum of \$2,000 in respect of any one item but limited in total to a maximum of 5% of the sum insured on the Machine.

Protection and Removal

Where the Machine has sustained insured loss or damage, we will also insure you for the reasonable cost of protecting and removing the Machine to the nearest repairer or place of safety, or to any other location to which we agree.

Recovery Expenses (when no Loss)

We will insure you for the expense necessarily incurred in recovering the Machine to a place of safety following its becoming immobilised, bogged or stranded, without Loss having occurred, provided no prudent Operator could have reasonably expected such immobilisation, bogging or stranding to have occurred under the same circumstances.

Signwriting

Where the Machine has sustained insured loss or damage, we will also insure you for the cost of restoring any signwriting, advertising signs and the like which formed a permanent part of the Machine at the time of Accident, and which suffered Loss as a direct result of the same Accident.

Tyre Replacement

When Loss occurs and any tyre on the Machine is so physically damaged that it cannot be safely used again, we will also insure the cost of replacing it with a new one of similar make and specification. However, we will not insure the damaged tyre if it was a recap or a retread or had a remaining tread depth, immediately before Loss, less than the minimum legal requirement.

SECTION 1 - EXTENSIONS (continued)

Expediting Expenses

Where the Machine has sustained insured loss or damage, in addition to the sum insured, we will also insure additional costs for overtime, nightwork, work on public holidays, express freight and air freight (by a recognised scheduled flight) up to 50% of the amount otherwise payable to a maximum of \$5000.

Damaged Windscreen Replacement

We will insure the repair or replacement of one windscreen damaged during any one Period of Insurance without application of the Excess.

Dry Hire

We will insure you for Loss to the Machine whilst on Dry Hire provided that:

- (a) you have conditions of hire in place making the hirer responsible for Loss, and
- (b) the hire agreement is not subject to any damage waiver, or conditions restricting our rights of subrogation.

SECTION 1 – EXCLUSIONS

This section of the Policy does not insure:

1. damage to the Machine's tyres caused by applying its brakes or by punctures, cuts or bursting during normal use
2. theft of, or further damage to, the Machine after Loss unless you have taken precautions to protect or safeguard the Machine.
3. any pure financial loss, such as loss of use of the Machine, loss of profit or increased working costs - unless specifically provided for in the Policy.
4. loss caused by failure to provide the Machine with adequate quality or quantity of oil, coolant or lubrication.
5. any part of the Machine which sustains wear and tear, corrosion or mechanical, electrical or electronic breakdown.
6. Loss resulting from any fault in, or failure of, the design or specification of the Machine.
7. Loss resulting from foreign matter having been maliciously placed in the Machine whilst unattended unless such Loss is accompanied by violent and forcible entry to locked building, compound or to any locking device on the Machine through which entry was gained.

SECTION 2 - LEGAL LIABILITY

This section of the Policy applies only if the Machine is registered for use on public roads. It will not operate unless an amount is specified for section 2 in the Schedule.

For the purpose of this section of the Policy, **"you"** includes:

- (a) anyone using, or in charge of, the Machine with your consent.
- (b) any authorised passenger of the Machine.
- (c) your employer or principal where the Machine was, at the relevant time, used on their behalf with your consent.

We will insure you for legal liability arising out of loss of or damage to property caused by Accident in connection with the Machine. However, we will not pay more than the amount specified in the Schedule in respect of all liability (including liability insured under the extensions) arising from any one Accident.

SECTION 2 - EXTENSIONS

Each extension is subject to the terms of the Policy in so far as they can apply.

Bodily Injury Liability

We will insure you for legal liability arising out of death or bodily injury caused by Accident in connection with the Machine, but this extension does not apply:

- (a) where you are partly or wholly insured under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so insured but for failure to:
 - (i) insure or register the Machine, or
 - (ii) lodge a claim, or
 - (iii) comply with a term or condition in accordance with the requirements of any such scheme.
- (b) to liability directly or indirectly arising out of anyone having inhaled asbestos fibres.
- (c) to liability arising out of death or bodily injury to anyone who, at the time of accident, was:
 - (i) using or in charge of the Machine, or
 - (ii) employed by you in any capacity, or
 - (iii) a member of your family.

Cross Liability

We will insure each of you as if issued with a separate Policy, but our aggregate liability to all of you will not exceed the amount specified in the Schedule.

Loss of Use of Undamaged Property

We will insure you for legal liability arising out of Accident in connection with the Machine resulting in loss of use of undamaged property.

SECTION 2 – EXTENSIONS (continued)

Movement of Other Machines

We will insure you for legal liability arising out of damage to property caused by you having moved any other machine that was parked in a position which prevented or impeded the loading, unloading or lawful passage of the Machine.

Removal of Debris

We will insure you for costs necessarily incurred in cleaning up or removing debris resulting from Accident in which goods have fallen or leaked from the Machine. However, we will not pay more than \$25,000 under this extension in respect of any one Accident.

Sea Transportation

We will insure you for any General Average and Salvage Charges incurred as a result of an occurrence involving the Machine while in transit by sea between places in Australia.

Towing Disabled Machines

We will insure you for legal liability arising out of Accident to any trailer or disabled machine being towed by the Machine, but not if it was being towed for any kind of reward.

Trailers

We will insure you for legal liability arising out of Accident in connection with the use of any trailer or disabled machine attached to the Machine.

SECTION 2 – EXCLUSIONS

This section of the Policy does not insure legal liability:

1. arising out of Accident in connection with use or operation of the Machine for Trade Use.
2. arising out of damage to property belonging to you or held by you in trust or in your care, custody or control.
3. for any fines, penalties or aggravated, exemplary or punitive damages.
4. assumed by you by agreement unless the liability would have attached in the absence of the agreement
5. arising out of damage to property directly or indirectly caused by vibration or by the weakening of support.
6. arising out of:
 - (a) the discharge, dispersal, release or escape of any pollutant, contaminant or irritant into or upon land, the atmosphere, any water course or any body of water, or
 - (b) the cost of removing, nullifying or cleaning up any such pollutant, contaminant or irritant,

SECTION 2 – EXCLUSIONS (continued)

unless you can prove that the discharge, dispersal, release or escape was caused by sudden Accident.

Our liability for all sums payable in respect of all claims occurring during any one Period of Insurance, and arising from such discharge, dispersal, release or escape, will not exceed the amount specified in the Schedule.

7. occurring while the Machine is in use for, or is attached to any other machine in use for, the commercial carriage of any substance to which the Australian Code for the Transport of Dangerous Goods by Road or Rail applies, unless the Code has been complied with. In respect of Accident arising out of such use, our liability under section 2 of the Policy will not exceed \$100,000.
8. occurring while the Machine is on rails, other than as cargo.
9. for death or bodily injury if the Machine involved in such death or bodily injury is registered in the Northern Territory of Australia.

GENERAL EXTENSIONS - APPLICABLE TO BOTH SECTIONS

Automatic Inclusion/Deletion

If you acquire a replacement or additional machine during the Period of Insurance, we will insure that machine under the Policy from the date on which you acquire it, but you must notify us:

- (a) immediately if the value of the acquired machine exceeds \$250,000, or
- (b) within 30 days of acquisition if the value of the acquired machine does not exceed \$250,000.

Insurance on any Machine will cease from the date on which you dispose of, or sell it, or it passes from your care, custody and control with the intention of disposing of, or selling, it.

LPG Conversion

The Policy will not be prejudiced by modification of the Machine to operate on liquefied petroleum gas, provided that the modification has been carried out in accordance with the relevant statutory standard.

Other Interested Parties

The Policy insures any financial organisation that has an insurable interest in the plant or equipment at the time of loss or damage or legal liability, but only to the extent of that interest.

Hold Harmless (Subrogation Waiver)

We will waive any rights or remedies or relief to which we may become entitled by subrogation against any person or organisation where you have been required by contractual agreement to release such person or organisation from liability.

GENERAL EXCLUSIONS - APPLICABLE TO BOTH SECTIONS

The Policy does not apply to Loss or legal liability:

1. occurring while you are, or anyone with your consent is, operating the Machine without a current licence, except where permitted by law.
2. caused by or arising out of the use, operation or preparation for operation of the Machine by anyone who, at the time of Accident:
 - (a) was under the influence of any drug or intoxicating liquor, or
 - (b) had a percentage of alcohol or drug in their breath, blood or urine in excess of the percentage permitted by law in the State or Territory where the Accident took place, or
 - (c) who subsequently refused to provide or allow the taking of a sample of breath, blood or urine for testing.

However, we will insure you if you did not know or could not reasonably have known of the above circumstances. We will not insure, nor waive our right of subrogation against, the Operator.

3. occurring while the Machine is overloaded or loaded and/or configured in a manner other than that for which the Machine was designed at the time of such occurrence, but this exclusion will not apply unless the excess or unsafe load caused or contributed to Accident.
4. caused or contributed to by the unsafe or unroadworthy condition of the Machine unless you could not have reasonably detected that condition.
5. which occurs as a result of the use of the Machine:
 - (a) for any illegal purpose with your knowledge and consent, or
 - (b) for any race, trial, test, contest or preparation therefore.
6. 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) nuclear reaction, nuclear radiation or radioactive contamination; or
 - (c) riot, strike or lockout; or
 - (d) any act of Terrorism.

For the purpose of this exclusion, Terrorism means an act including but not limited to the use or threat of force or violence by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government 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.

The Policy also excludes Loss, 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 any act of Terrorism.

GENERAL EXCLUSIONS - APPLICABLE TO BOTH SECTIONS (continued)

7. resulting from lawful seizure of the Machine or from any other operation of the law.
8. occurring while the Machine is totally or partially immersed in the water of an incoming tide.
9. occurring while the Machine is underground.
10. resulting from the Machine:
 - (a) undergoing a test of any kind except as required by law.
 - (b)
 - (i) being used, operated or prepared for operation in a manner contrary to the manufacturer's instructions or guidelines.
 - (ii) being used or operated in a manner or for a purpose other than that for which it was designed.

(Note: The following clause does not apply where exclusion 3 is applicable to the Loss or if the claim is being considered under Optional Extension UNO).

However, if you have given adequate instructions on precautions to prevent such use and did not know or could not reasonably have known that the Operator was using the Machine in this manner, then we will insure you, but we will neither insure, nor waive our rights of subrogation, against the Operator.

11. caused by explosion or collapse of any pressure vessel in or on the Machine unless the vessel was, at the time of Loss, certified in accordance with the law.
12. which occurs when your Machine is being used in an operation in which a load is shared, or rigged for sharing, by more than one machine. (This exclusion 12 refers solely to Machines with craneage being their primary described function).
13. caused or contributed to by any alteration after the commencement of the Policy:
 - (a) in your business, which increases the risk of loss damage or liability occurring, or
 - (b) if your interest in your 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 insurance under the Policy will cease from that time.

14. caused or contributed to 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 there from.

This exclusion shall not apply where such Loss occurs as a direct result of physical damage which is otherwise insured by the Policy.

GENERAL CONDITIONS - APPLICABLE TO BOTH SECTIONS

If you do not comply with these conditions, then in the event of Loss, we may reduce, or refuse to pay, the claim.

Cancellation

You may cancel the Policy at any time by giving us written notice. We will calculate a premium at our customary short term rates, deduct it from the premium that you have paid, and refund the balance to you. We will not refund any premium in respect of a Machine for which we have paid a total loss.

We may cancel the Policy, but only in accordance with the provisions of the Insurance Contracts Act 1984.

Entitlement

Each person or organisation entitled to insurance under the Policy will be subject to its terms as if such person or organisation were you.

Transfer of Interest

No interest in the Policy can be transferred without our written consent.

Diligence

You must in the course of operating the Machine:

- (a) take, and ensure that any employee of yours takes, all reasonable steps to prevent incurring any legal liability for bodily injury or loss or damage to property.
- (b) fully comply with manufacturer's instructions and all legal requirements and relevant workplace authority regulation regarding the safety, installation and maintenance of property, including but not limited to the **Occupational Health and Safety Act** (applicable in your State), and
- (c) ensure that any safety devices (including, but not limited to, load movement, overload indicators), where fitted or required, are in place, fully operational and correctly calibrated at all times.

CLAIMS CONDITIONS - APPLICABLE TO BOTH SECTIONS

If you do not comply with these conditions, then in the event of Loss, we may reduce, or refuse to pay, the claim.

1. As soon as you know of any event from which a claim on the Policy may arise, you must immediately notify us by telephone and in writing. You must also provide us with full written details as soon as possible. Any court document or other communication that you receive in connection with the event must be passed on to us immediately.
2. When Loss occurs, you may appoint a licensed repairer of your choice, but:
 - (a) you must obtain our written consent before having any repairs started.
 - (b) you must make the Machine available for our inspection.
 - (c) we reserve the right to invite, accept, adjust or decline estimates, or to arrange at our expense for the removal of the Machine to other repairers for quotation purposes.

CLAIMS CONDITIONS - APPLICABLE TO BOTH SECTIONS (continued)

3. In respect of Accident, you must:

- (a) not make any admission of fault or offer of payment without our written consent.
- (b) allow us to have the sole conduct of all negotiations and proceedings.
- (c) assist and cooperate with us in all matters arising out of Accident as we may reasonably require, including recovery of costs from anyone responsible for Accident.
- (d) notify us of any other insurance that wholly or partly covers the same Loss or liability.
- (e) notify the Police as soon as possible if Accident has involved theft or malicious damage.

OPTIONAL EXTENSIONS (Additional Premium Payable)

Each Optional Extension will only apply if it is specified in the Schedule.

Unintentional/Non-Deliberate Overload (UNO)

Notwithstanding General Exclusion 3, we will insure you under section 1 for Loss to the Machine caused by overloading, provided that you are able to prove:

- (a) that such overloading was unintentional and non-deliberate, and
- (b) that your actions leading up to such Loss were in keeping with prudent industry practice.

Substitute Hire Costs (SHC)

We will insure you under section 1 for the costs necessarily incurred to hire a substitute machine as a consequence of Loss to the Machine, provided that:

- (a) the maximum period of hire will not exceed 3 months or as otherwise specified in the Schedule, and
- (b) the first 7 days calendar days (following Loss) of hire costs is excluded, and
- (c) the amount payable in any one Period of Insurance shall not exceed \$50,000 or as otherwise specified in the Schedule.

Multi-Lift (ML)

General Exclusion 12 is deleted.

We will indemnify you under section 1 for Loss to the Machine whilst it is being used in a specific raising or lowering operation in which a load is shared or rigged for sharing by more than one machine, provided that:

- (a) the safe working load of each machine for the required jib length and operating radius is at least 25% in excess of the calculated share of the load to be handled by each machine during the multi-lift, but in every case, complying with the relevant state regulations governing such lifts, and
- (b) a competent person is specifically appointed to supervise the multi-lift and must be in a position to give clear signals and/or shall remain in constant radio communication with each machine Operator during the entire operation of the multi-lift, and

OPTIONAL EXTENSIONS (continued)

- (c) if any multi-lift involves more than three lifting machines:
 - (i) the area in and around where the lift is taking place must be completely clear of all people except those immediately involved in the lifting operation;
 - (ii) the lift must be overseen by a suitably accredited engineer;
 - (iii) the lift must be rehearsed;
 - (iv) the Excess will be applied on a "per Machine" basis.

Finance Gap Payout (FGP)

If we opt to pay the Machine's market value for a Loss, and that market value is less than the amount owed by you under a valid hire purchase, leasing or other finance agreement, then we will insure you for the difference between the market value and the amount owed up to an amount not exceeding 20% of the market value, less:

- (a) any payments and any interest in arrears at the date of the Loss, and
- (b) any discount in respect of finance charges and interest for the unexpired term of such hire purchase or leasing agreement at a date not exceeding 30 days after the date of the Loss, and
- (c) any payment which on the date of the Loss has not been made solely because such payment under the terms and conditions of the particular agreement has not actually become due.

Provided that You:

- (i) are not more than 30 days in arrears with any payments at the date of the Loss, and
- (ii) contribute 10% of such difference.

Agreed Value (AV)

The Agreed Value on any Machine specified in the Schedule will be supplied by a registered valuer (approved by us) prior to the Period of Insurance and also any subsequent renewal of the Policy.

Appreciation in Machine Value (AMV)

In the event that the market value of the Machine at the time of Loss is found to be greater than the sum insured, we will pay the difference up to an amount not exceeding 25% of the sum insured provided that the sum insured specified in the Schedule was not less than 90% of the correct market value for the Machine at the beginning of the Period of Insurance.

Extended Dry Hire (EDH)

Notwithstanding the terms of the Dry Hire extension, we will insure you or persons using your Machine with your consent, for Loss to your Machine when it is hired out provided that:

- (a) you have ensured, as far as can be reasonably expected, that all relevant licences, permits, tickets and knowledge of statutory obligations are held by the hirer and any person employed by the hirer to operate your Machine, and
- (b) the hirer has agreed to observe the terms of the Policy (a copy of which is to be supplied by you upon request by the hirer), and
- (c) if the Loss was caused by Operator error, you can demonstrate that you provided the hirer with a reasonable standard and level of operating instructions.

OPTIONAL EXTENSIONS (continued)

We agree that the premium paid for this insurance includes a proportion paid in advance on behalf of potential hirers and we further agree that you may recover from such hirers, at the time of hire, an amount sufficient to reimburse you for that advance payment.

Ongoing Hire Costs (OHC)

If a machine hired in or out by you and insured by the Policy suffers Loss, then we will insure you for the hire costs incurred or owed while the hired machine is being repaired or replaced provided that:

- (a) the first 7 days of hire costs is excluded, and
- (b) the amount payable in any one Period of Insurance will not exceed \$50,000 or as otherwise specified in the Schedule.

Underground Risk (UR)

General Exclusion 9 is deleted.

Finance Payment Protection (FPP)

In the event that a Machine suffers Loss insured under Section 1 of the Policy and that Machine is one upon which you are making payments under a valid hire purchase, leasing or other formal finance agreement it is agreed that we will insure you under Section 1 for such payments by paying you the equivalent of the daily proportion of your Actual Finance Payments, from the time of Loss to the completion of repairs, replacement or cash settlement.

Provided that:

- (a) the period required for repair, replacement or cash settlement exceeds fourteen (14) days,
- (b) you take all reasonable steps to comply with all reasonable requests from us with regards to minimising the period, and
- (c) the period of indemnity under this endorsement is limited to a maximum of six (6) months from the time of loss.

Accidental Damage to Own Goods Lifted (AD)

We will indemnify you under Section 1 for damage to any goods owned by you that are damaged from any raising or lowering operation carried out by you.

The amount payable under this extension is limited to the amount specified in the Schedule for "Accidental Damage to Own Goods Lifted (AD)".

ADDITIONAL DEFINITION

"Actual Finance Payment" means the lesser of:

- (a) the finance payment amount shown in the Schedule for the period, or
- (b) the actual finance payments due and paid by you for the period, less:
 - (i) any balloon or residual payments which fall due during the period, and
 - (ii) the first 10% of the amount claimed under this endorsement.

Where SHC, OHC and FPP are taken together, in the event of a Loss under the Policy **either** SHC, OHC or FPP is payable and not all options.

IMPORTANT INFORMATION

Cooling Off

If you are not completely satisfied with the Policy you may cancel it by notifying us in writing within 21 days of insurance 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 the 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 Insurance has adopted the Code, details of which can be obtained from your adviser 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 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, the “Financial Ombudsman Service (FOS)” provided it falls within their jurisdiction.

Privacy

Lumley Insurance respects your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of our Privacy Statement is available at any of our offices.

