

EDUCATION PACKAGE MASTER WORDINGGENERAL AND PRODUCTS BROADFORM

## LIABILITY POLICY

THE POLICY, SCHEDULE AND/OR CERTIFICATE OF INSURANCE (HEREINAFTER REFERRED TO AS THE SCHEDULE) TERMS, PROVISIONS, DEFINITIONS, ENDORSEMENTS (IF ANY), EXCEPTIONS, CONDITIONS AND MEMORANDA (IF ANY) CONTAINED HEREIN, ENDORSED HEREON OR ATTACHED HERETO ARE TO BE READ TOGETHER AND ANY WORD OR EXPRESSION TO WHICH A SPECIFIC MEANING HAS BEEN GIVEN IN ANY PART THEREOF SHALL BEAR SUCH MEANING WHEREVER IT MAY APPEAR.

INTRODUCTION AND COVER

## The Insured having

- . made or caused to be made to the Company a written proposal, declaration and/or representations containing particulars which shall in all cases be deemed to be representations furnished by the Insured for the purpose of obtaining this insurance; and
- . paid or agreed to pay to the Company the premium shown in the Certificate for the initial period of insurance or a premium as advised by the Company as applying to any subsequent period;

the Company agrees (subject to the terms, conditions and exclusions of this Policy) that if, during

- . the period of insurance indicated in the Certificate of Insurance, which period shall conclude at 4 o'clock in the afternoon of the last day thereof, or
- . any subsequent period for which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for renewal of this Policy, which period shall conclude at 4 o'clock in the afternoon of the last day thereof.

there shall happen

- (a) Personal Injury and/or
- (b) Damage to Property

caused by an Occurrence and happening within the Territorial Limits in connection with the Business shown in the Certificate and/or Schedule and, if the Insured shall become legally liable to pay compensation in respect of such Personal Injury or Damage to Property.



the Company will pay to or on behalf of the Insured all sums for which the Insured shall become so liable.

Provided that

- (a) the Company will not pay more in respect of any one Occurrence than the Limit of Indemnity stated in the Certificate and/or Schedule, all Personal Injury and/or Damage to Property arising out of continuous or repeated exposure to substantially the same general condition being deemed to be one Occurrence;
- (b) the total liability of the Company for all compensation in respect of Personal Injury and/or Damage to Property
  - arising out of Products, and
  - happening during any one period of insurance

shall not exceed in the aggregate the Limit of Indemnity stated in the Certificate and/or Schedule as applying to Products;

but the Company will also pay in connection with claims in respect of which the Insured is entitled to indemnity under this Policy or in respect of which, if sustained, the Insured would be so entitled, the following payments (hereinafter referred to as "Supplementary Payments"):

- (a) all law costs and all charges and expenses incurred in the settlement or defence of claims for compensation or litigation arising therefrom where such costs, charges and expenses are incurred by the Company or by the Insured with the written consent of the Company and all law costs, charges and expenses recoverable from the Insured by any claimant in connection with such claims.
- (b) expenses incurred by the Insured for first aid to others at the time of an Occurrence causing Personal Injury.

Provided further that in the application of any term or provision of this Policy which

- (a) limits the amount which the Company shall become liable to pay, or
- (b) reduces the amount by payment of which the Company may discharge its liability in respect of any claim or claims,

all sums which the Company has paid to or on behalf of any persons pursuant to the Policy (other than Supplementary Payments) shall be taken into account as though they had been paid to the Insured.



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THE SCHEDULE

Policy Number :  
 Business : Educational Institution and all other  
 activities associated therewith  
 Products : Various including goods sold from canteens  
 Limits of Indemnity : \$1,000,000  
     General : \$1,000,000 in respect of any one occurrence  
     Products : \$1,000,000 aggregate during any one Policy  
                     period  
     Pollution : \$1,000,000 aggregate during any one Policy  
     (see Exclusion (10)                      period  
     Property in :  
     Physical/Legal :  
     Control : \$1,000,000 in respect of any one occurrence  
 Period of Insurance : From 31st December 1986  
                             To 31st December 1987  
                             at 4 o'clock in the afternoon  
 Premium :  
 Stamp Duty :  
 Excess : \$500 each and every property damage claim  
 Insured :  
  
 Insurer's Stamp :  
 and Signature :



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DEFINITIONS

In this policy

1. "Insured"  
means

a) The Named Insured

and/or

b) All Subsidiary Companies as defined in Section 7(1) of the Companies Act, 1981 (now or hereafter constituted) of the Named Insured whose places of incorporation are within the Commonwealth of Australia including its external territory and/or to the extent indicated in each case:

c) Any Director, Council Member, Officer, Voluntary Worker or Employee of the Named Insured or of a company designated in paragraph (b) above, but only whilst acting within the scope of their duties in such capacity.

d) Any principal in respect of the liability of such principal arising out of the performance by the Named Insured or by a company designated in paragraph (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement (subject to the limitations elsewhere expressed in the Policy).

e) Any office bearer or member of Insured's student organisations, unincorporated social and/or sporting clubs, affiliated bodies, first aid, fire and ambulance service, welfare or child care facilities formed with the consent of the Insured (other than an Insured designated in Definition 1(d) in respect of claims arising from duties connected with activities of any such club, organisation or facility and including the liability of one officer or member to another.

f) At the request of the Named Insured, any Director, Council Member, Officer or Employee of the Named Insured in respect of private work undertaken by the Named Insured's employees for such Director, Officer or Employee.

g) The personal representatives of the Insured in respect of liability incurred by the Insured whilst acting on behalf of the Insured.

h) Any student engaged in practical placement, community placement, enterprise experience, or other work experience programmes.



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PROVIDED THAT in relation to the foregoing:

1. Such person(s) shall comply with and be subject to the terms, conditions, exceptions, warranties, provisions, endorsements and memoranda of the Policy insofar as they can apply.
2. Where the "Insured" is comprised of more than one party the words "the Insured" shall be considered as applying to each party comprising the Insured in the same manner as if that party were the only party named herein as the Insured.
3. Nothing contained in this Definition or Provisos 1 or 2 shall operate to increase the Company's limit of liability.



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DEFINITIONS (continued)

2. "Schedule"  
means any attachment to part of this Policy so designated.
3. "Personal Injury"  
means  
(a) bodily injury, death, disability, sickness, disease, shock, fright, mental anguish or mental injury;
- and  
(b) the effects of  
(i) false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation;  
(ii) libel, slander, defamation of character or invasion of right of privacy; and  
(iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.
4. "Damage to Property"  
means physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom.
5. "Occurrence"  
means an event, including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury and/or Damage to Property neither expected nor intended by the Insured.
6. "Medical Persons"  
means medical nurses and first aid attendants.
7. "Products"  
means anything (after it has ceased to be in the possession or under the control of the Insured) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured (including any container thereof other than a vehicle).
8. "Territorial Limits"  
(a) anywhere in the Commonwealth of Australia including its external territories;
- (b) elsewhere in the world but only in respect of  
(i) approved visits by directors, Council members and non-manual employees normally resident in the Commonwealth of Australia or its external territories and visiting lecturers acting on behalf of the Insured;



- (ii) liability to students whilst engaged in activities approved by the Insured but excluding any liability arising out of contract except to the extent that such liability would have attached in the absence of such contract;
- (iii) products supplied from the Commonwealth of Australia or its external territories, but the indemnity granted in relation to such products shall not apply to claims in respect of Personal Injury and/or Damage to Property happening in any country on the continent of North America or in states or territories incorporated in or administered from or by such country.

(See also Exclusion (18).)

- 9. "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 made or intended to be drawn by any such machine whilst attached thereto.
- 10. "Watercraft"  
means any vessel, craft or thing made or intended to float on or in or travel on or in or travel on or through water.
- 11. "Aircraft"  
means any craft or object designed to travel through air or space.
- 12. The "Business" shall include
  - (a) The provision of canteen, social, sports, welfare organisation or first aid, fire or ambulance services, clubs affiliated bodies and societies for the benefit of the Insured's employees, or students.
  - (b) Private work undertaken by employees of the Named Insured and/or its Subsidiary Companies for any Director, Council Member or Employee of the Insured.
- 13. "Company"  
means Royal Insurance Australia Ltd.
- 14. "Certificate"  
means the attached Certificate of Insurance or any Renewal Certificate which shows particulars of the insurance provided by this policy including any terms, conditions and exclusions individual to this policy.

Any amendment to this policy will be confirmed by an endorsement and/or Certificate showing the agreed change and the date from which it becomes effective.



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EXCLUSIONS

The Company shall not be liable for

1. claims
  - (i) in respect of Personal Injury or Damage to Property belonging to any person arising out of or in the course of the employment of such person in the service of the Insured;
  - (ii) for which insurance against such liability (whether the insurance is limited in amount or not) is or would have provided under a policy in a form prescribed or approved under or issued in pursuance of any Workers or Workmen's Compensation legislation or Accident Compensation legislation applicable to the Insured or any extension of such policy granted on request as a matter of usual practice by insurers authorised to issue such policies;
  - (iii) in respect of Personal Injury to, or Damage to Property belonging to, any person in the service of the Insured and which claims arise from a liability imposed by any industrial award or agreement or determination;
2. Claims in respect of Damage to Property where the property consists of the Insured's Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof.
3. Claims in respect of
  - (i) the cost of making any refund of the price paid for any Products
  - (ii) the cost of or damages claimed in relation to the withdrawal, recall inspection, repair, replacement or loss of use of the Products or any property of which such products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
  - (iii) the cost of performing, completing, correcting or improving any work undertaken by the Insured.
4. Claims in respect of Personal Injury or Damage to Property caused by or arising out of the ownership, maintenance, operation or use of any vehicle or attachment thereto owned by or in the physical or legal control of the Insured.
  - (i) which is registered



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(ii) in respect of which and to the extent that Insurance is required by virtue of any legislation relating to motor vehicles or which is otherwise insured in respect of the same liability

but this exclusion shall not apply to

- (a) Personal Injury or Damage to Property arising out of the loading or unloading of or the collection or delivery of any goods or load from or to any Vehicle used in work undertaken by or on behalf of the Insured but not in the physical or legal control of the Insured, or
- (b) Personal Injury or Damage to Property caused by or arising from the collection or delivery of any goods or load from or to any Vehicle where
  - (1) such Personal Injury or damage to property occurs beyond the limits of any carriageway or thoroughfare, and
  - (2) applicable legislation of the State or Territory in which the Vehicle is registered does not require the effecting of insurance protection against liabilities arising from the use of motor vehicles beyond the limits of any carriageway or thoroughfare;
- (c) The Insured's liability arising out of the use by employees or other persons in the course of the business of any vehicle not hired, leased, or supplied by the Insured and not required to be insured by the Insured by virtue of any legislation governing but excluding the Insured's liability in respect of damage to such vehicle.
- (d) any vehicle working as a tool of trade on any site where the Insured is undertaking work or at the premises of the Insured
- (e) damage occurring to any vehicle whilst such vehicle is in a car park owned or operated by the Insured, not being a car park operated by the Insured for reward.

Provided that in the event the Insured is entitled to indemnity pursuant to a separate policy of liability or motor vehicle insurance more specifically providing liability cover in respect of the event the subject of such a claim the Company shall not be liable for claims under this Policy except to the extent that the Insured's liability on any such claim exceeds the amount of cover payable under such other policy.

5. Claims in respect of Personal Injury or Damage to Property arising from the ownership, maintenance, operation or use by or on behalf of the Insured of
  - (i) any aircraft or aerial device in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured except a model Helicopter the property of R.M.I.T. Ltd.
  - (ii) any motorized watercraft exceeding 8 metres in length whilst afloat or any conveyance designed to travel supported by air pressure except a hovercraft the property of Swinburne Ltd.
6. Any consequence, whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military rising, insurrection, military or usurped power, looting, sacking or pillage following any of these or confiscation, nationalisation, expropriation, requisition or destruction of, or damage to, any property by or under the Order of any government, public or local authority;
7. Claims in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission;
  - (b) the use, existence or escape of nuclear weapons material or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof but this exclusion shall not apply to radioactive isotopes natural uranium or natural thorium used in the course of educational, industrial and commercial processes;
8. Claims arising out of any breach of the duty owed in a professional capacity by the Insured and/or persons for whose breaches of such duty the Insured may be legally liable, but this Exclusion does not apply to personal injury or damage to property resulting therefrom or to services rendered by Medical Persons employed by the Insured to provide first aid and other medical services (including immunization campaigns) on the Insured's premises whilst such persons are acting within the normal scope of their qualifications and duties;
9. Claims of whatsoever nature arising out of the Insured's Medical Research Programmes or any other joint commercial ventures with outside organizations.



10. Claims in respect of Personal Injury or Damage to Property caused by or arising out of contamination or pollution by the harmful nature of any substance discharged, dispersed, released or escaping into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden, unexpected, accidental and unintended happening. It is further agreed that expenses for the prevention of such contamination or pollution shall also form part of this Exclusion and shall not be recoverable under this Policy.

Provided that the total liability of the Company for all compensation payable in respect of all Personal Injury and/or Damage to Property arising from such contamination or pollution and happening during any one period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Certificate and/or Schedule as being applicable.

11. Claims in respect of liability arising out of the publication or utterance of a libel or slander or defamation of character
- (i) made prior to commencement of the Period of Insurance
  - (ii) made at the direction of the Insured with knowledge of the falsity thereof or
  - (iii) related to advertising, broadcasting or telecasting activities or publication of newspapers, journals, books or periodicals conducted by or on behalf of the Insured.
12. Claims in respect of personal Injury or Damage to Property caused by or arising out of Products manufactured specifically for and installed in an Aircraft or other aerial device or caused by or arising out of Products which the Insured knew would be so installed where such Products are essential to the operation and/or navigation of an Aircraft.
13. Claims in respect of Personal Injury or Damage to Property arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except any such erection, demolition, alteration of or addition to buildings owned and/or occupied by the Insured not exceeding in cost the sum of \$500,000.
14. Any sum for which the Insured shall become Legally liable in respect of personal Injury or Damage to Property arising out of any of the Products manufactured or processed by the Insured and which sum the Insured would have been legally entitled to recover from any party but for an agreement between the Insured and such parties.



15. Liability arising out of any defect or deficiency in any of the Products which defect or deficiency the Insured himself or his employees (other than employees below a supervisory level) or agents has knowledge of or has reason to suspect at the time when the said Product passes from the actual physical custody of the Insured or of any person under the control of the Insured.
16. Liability assumed by the Insured under agreement in connection with any product supplied unless such liability would have attached in absence of such agreement.
17. Claims in respect of Personal Injury resulting from asbestosis and/or related diseases directly or indirectly caused by or contributed to by or arising from
  - (i) mining, processing, transport, distribution and/or storage of asbestos,
  - (ii) manufacture of asbestos products and/or processing of raw materials containing asbestos;
18. Claims
  - (i) brought against the Insured in any country on the continent of North America or any state or territory incorporated in or administered from or by such country unless such claim arises from an approved visit to such country, state or territory by any director, Council Member, visiting lecturer, student or non-manual employee of the Insured who is normally resident in the Commonwealth of Australia or its external territories,
  - (ii) brought against the Insured in any other country, state or territory (outside the Commonwealth of Australia and its external territories) in which the Insured is represented by a branch or by any employee domiciled in such country, state or territory or by a company, firm or individual holding the Insured's power of attorney, or
  - (iii) brought against the Insured, in respect only of Personal Injury and/or Damage to Property caused by or arising from Products, in any country, state or territory (outside the Commonwealth of Australia and its external territories) where the law of such country, state or territory requires that liability in respect of products sold or supplied shall be insured or secured with an insurer or organisation which is licensed in that country, state or territory to grant such insurance or security.



CONDITIONS

## 1. Non-disclosure and Misrepresentation

This Policy shall be voidable if the Insured has

- (a) fraudulently failed to disclose to the Company every matter which the Insured knows, or a reasonable person could be expected to know, to be a matter relevant to the decision of the Company whether or not to provide the insurance and, if so, on what terms; or
- (b) fraudulently made a misrepresentation to the Company before the contract of insurance was entered into

but not if, notwithstanding the failure of disclosure or the misrepresentation to the Company would have provided the insurance on the same terms, conditions and exclusions as expressed in this Policy.

If the Company is not entitled to avoid this Policy on the grounds described in paragraphs (a) or (b) of this Condition, or, being so entitled to avoid the Policy does not do so, the liability of the Company in respect of a claim will be reduced to an amount that would place the company in a position in which it would have been if the failure had not occurred or the misrepresentation had not been made.

## 2. Alteration

The Company shall not be liable in respect of the Insured's liability for Personal Injury or Damage to Property caused or contributed to by any alteration which shall come to the knowledge of a Senior Officer of the Insured as materially varying any of the facts or circumstances existing at the commencement of this insurance unless

- the Insured shall give the Company notice in writing of such alterations, and
- such alteration shall be allowed by the Company by Endorsement and/or Certificate

prior to the happening of any Occurrence caused or contributed to thereby.

## 3. Duty of Care

The Insured must

- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;



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- (b) take reasonable precautions to
  - (i) prevent Personal Injury and Damage to Property,
  - (ii) prevent the manufacture, sale or supply of defective Products, and comply, and ensure that his employees, servants and agents comply, with all statutory obligations, by-laws or regulations imposed by any public authority in respect thereof for the safety of persons or property; and
- (c) At his own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency the Insured has knowledge of or has reason to suspect.

The amount of any benefit under this Policy for any liability arising from Personal Injury and/or Damage to Property caused or contributed to by the lack of such precautions, measures and compliance shall be reduced by the amount that fairly represents the extent to which the Company's interests have been prejudiced thereby.

#### 4. Inspection of Premises

The Company shall be permitted but not obligated to inspect the Insured's property, premises and/or business operations at any reasonable time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's property and operations at any time during any period of insurance and within three years after termination of this Policy as far as they related to the subject matter of this insurance.

#### 5. The Insured's duties regarding claims

In the event of any Occurrence giving rise to a claim under this Policy the Insured shall,

- (a) take immediate steps to minimise Personal Injury and/or Damage to Property and take all reasonable steps to prevent further such injury and/or damage, but no expenses entailed by such action will be recoverable under this Policy;
- (b) as soon as practicable notify the Company in writing of every Occurrence, claim, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto in respect of which there may arise liability under this Policy that shall come to the knowledge of the Insured. Such notice shall be given by the Insured whose knowledge shall be deemed to include the knowledge of any person whose knowledge would in law be that of the Insured;

- (c) use the best endeavours to preserve any damaged, defective or other Products, appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and, except as required in Condition 5(a), so far as may be reasonably practicable, no alteration or repair shall be made to any premises, fencing, machinery, furnishings, fittings, appliances or plant without the consent of the Company until the Company shall have had an opportunity of inspection;
- (d) not, without the consent in writing of the Company, make any admission, offer, promise or payment in connection with any Occurrence or claim; and
- (e) when requested, provide the Company with details of any other insurances current at the time of any Occurrence and covering the liability insured by this Policy.

Should non-compliance with any part of this Condition prejudice the interests of the company then the amount of any benefit under this Policy shall be reduced by the amount that fairly represents the extent to which the Company's interests have been prejudiced by that non-compliance.

#### 6. The Company's rights regarding claims

Following the happening of any Occurrence in respect of which a claim is or may be made under this Policy, the Company

- (a) shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as the Company may require in the prosecution, defence or settlement of any claim; and
- (b) may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity or such other amount specified in respect thereof (after deduction of any sum already paid by the Company which sum or sums would reduce the amount of unfulfilled liability of the Company in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of, and be under no further liability under this Policy in connection with, such claim or claims except for costs, charges and expenses recoverable from the Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by the Company or by the Insured with the written consent of the Company prior to the date of such payment.



If the Insured or any party acting on the insured's behalf does not comply with the abovementioned requirements, or hinders or obstructs the Company in doing any of the abovementioned acts then any benefit under this Policy shall be Reduced by the amount that fairly represents the extent to which the Company's interests have been prejudiced by such non-compliance, hinderance or obstruction.

7. Subrogation

If, after payment of a claim, the Company wishes to take action to enforce any rights or remedies against other parties or to obtain relief or compensation from them, then (subject to the Insurance Contracts Act 1984), it can do so and the Insured and any other claimant must give the Company any information and help which it may reasonably require. The Company shall be entitled to prosecute, conduct and settle any action taken under this Condition as it sees fit. This condition does not however extend to any railroad, other transportation corporation, municipal, government or semi-government or other statutory authority, lessor, property owner, contractor carrying out erections, demolitions, alterations, additions, repairs, maintenance or cleaning, whenever the Insured has been required by contractual agreement to release such parties from liability arising from any peril insured against this Policy.

8. Limitation of Subrogation Rights

All right of subrogation is waived under this Policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Named Insured, or against any corporation, firm or individual who owns or controls the majority of the capital stock of this Insured, or any corporation, firm or individual, to which or to whom protection is afforded under this Policy except that if such corporation, firm or individual is protected from such loss by any other policy of indemnity or insurance, the right of subrogation is not waived to the extent and up to the amount of such other Policy.

9. Other Insurance

The Company shall not be liable for claims in respect of which the Insured is entitled to indemnity pursuant to a separate policy of insurance more specifically providing liability cover in respect of the event the subject of such claim except to the extent that the Insured's liability on any claim exceeds the amount of cover payable under such other policy.

10. Fraudulent Claims

If any claim, in whole or in part, is intentionally exaggerated or is in any other respect fraudulent or if the Insured or anyone entitled to benefit under this Policy use any fraudulent means or devices or if any liability is occasioned by the wilful act or with the connivance of any party entitled to benefit under this Policy, all benefit in respect of such fraudulent claim shall be forfeited.



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### 11. Adjustment Premium

If the first or any renewal premium for this policy or any part thereof shall have been calculated on estimates furnished by the Insured then the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Named Insured shall within thirty days after the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be subject to receipt and retention of any minimum premium charged by the Company.

### 12. Cancellation

The Insured may cancel this Policy at any time by giving notice in writing to the Company.

The Company may cancel this Policy at any time where

- (a) it is entitled to do so pursuant to the Insurance Contracts Act 1984,
- (b) the Insured has failed to notify the Company of any specific act or omission where such notification is required under the terms and conditions of this Policy, or
- (c) the Insured has acted in contravention of or omitted to act in compliance with any term or condition contained in this Policy which empowers the Company to refuse to pay a claim in the event of such contravention or omission.

Any notice of cancellation given by the Company shall take effect either at the time when another contract of insurance between the Insured and the Company of some other insurer (being a contract that is intended by the Insured to replace this Policy ) is entered into or at 4.00 p.m. on the 30th business day after the date on which notice was given to the Insured by the Company (whichever is the earlier).

If the Policy is cancelled

- (i) by the Insured, the Company may retain its customary short period premium for the time this Policy has been in force;
- (ii) by the Company, it will repay a rateable proportion of the premium paid for this Policy for the unexpired period of insurance from the date of cancellation.



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