

FINE ART (DEALERS) INSURANCE POLICY

LLOYD'S OF LONDON

This is to certify that in accordance with the authorisation granted to Australis Group (Underwriting) Pty Ltd (ACN 082 459 372) by Insurers, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Insurers are bound severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the Policy.

In the event that a dispute arises between Insurers and the Insured out of or otherwise in relation to this Policy, then:

- (a) Any party to the dispute shall, without prejudice to any other right or entitlement they may have, give written notice to the other party (the "**Dispute Notice**") requiring them within 7 days of this notice to negotiate (whether in a face to face meeting or by teleconference) in good faith as to how the dispute can be resolved;
- (b) If a dispute is not resolved within 10 days of the Dispute Notice, either party can request the other party within a further 10 days to agree on either:
 1. a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or any other alternative dispute resolution technique. The rules governing any such technique shall be agreed as between the parties and where no such agreement as to the process and or guidelines is reached within 10 days, then it shall be by mediation by a mediator selected by the Chairperson for the time being of Lawyers Engaged in Alternative Dispute Resolution (**LEADR**) (or other appropriate professional body as agreed by the parties); or
 2. referral of the matters in dispute to an independent expert for an expert determination. The parties agree that they will not be bound by the determination of the expert. The expert:
 - (a) will be a person agreed between the parties within 10 days of the dispute being referred to expert determination or failing this, the expert will be a person appointed by the Australian Insurance Law Institute (or other appropriate professional body as agreed by the parties);
 - (b) will act as an expert and not as an arbitrator;

- (c) will proceed in such a manner as he or she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
- (d) will take into consideration all documents, information and other written and oral material that the parties place before him or her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute; and
- (e) will act with expedition to provide the parties with a determination in writing within 35 days of the referral to him or her of the matters in dispute.

Both parties must use their best endeavours to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- (c) Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Insurers may be served upon:

Australis Group Underwriting
Level 3, 117 Clarence Street
Sydney NSW 2000

who has authority to accept service and to appear on Insurers' behalf.

If proceedings are instituted against any one of the Insurers, all Insurers participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- (d) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this Policy.
- (e) Each party must use its reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimal effect on the ability of either party to perform its obligations under the Policy.
- (f) Notwithstanding anything in this schedule, either party may at any time commence Court proceedings in relation to any dispute or claim arising under, or in connection with the Policy where the party seeks urgent interlocutory relief.

INDUSTRY CODE OF PRACTICE This Insurance Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Australis in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street Sydney NSW 2000

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

Who will refer your dispute to the Complaints Department at Lloyd's.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service (UK). Further detail will be provided at the appropriate stage of the complaints process.

Privacy – We are committed to protecting you, the Insured’s privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our Insurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don’t provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, please visit our website – www.ausuw.com

Australian Terrorism Insurance Act 2003 Notice

The Insurers have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any “eligible terrorism loss” as defined in ATIA.

Any coverage established by ATIA is only in respect of any “eligible terrorism loss” resulting from a “terrorist act” which is a “declared terrorist incident” as defined by ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a “declared terrorist incident”.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Insurers have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Insurers will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a “reduction percentage” as defined in ATIA which results in a cap on the Insurer’s liability for payment for “eligible terrorism losses”.

OUR AGREEMENT

Because You have paid or agreed to pay the premium to Us, We agree subject to the terms, exclusions, limitations and conditions contained in or endorsed on this Policy to Insure You against accidental risks of direct physical loss or damage to the property specified in the Schedule, occurring and discovered during the Period of Insurance specified in the Schedule.

In agreeing to provide You with this cover, We have relied upon the truth of the answers given in the written Proposal Form You completed or which was completed on Your behalf and which explained Your Duty of Disclosure. If the answers You have given in the written Proposal Form are not full and truthful this Policy may not protect You if You have a claim.

DEFINITIONS

- (a) “ACCIDENT” or “ACCIDENTAL” means a sudden event directly resulting in LOSS to property neither expected nor intended by You.
- (b) “ACTUAL CASH VALUE” means fair market value of the property at the time of the LOSS.
- (c) “CONCEALED” or “CONCEALMENT” means failure to disclose to Us a fact material to Our decision to insure or not to insure You or effect the terms of such insurance or material to the proof of LOSS.

- (d) "COVERED PROPERTY" means the property described in the Schedule if a specific dollar amount is inserted in the Schedule for such type of property.
- (e) "INVENTORY" or "INVENTORIES" means an actual physical counting by You, Your employees, officers or agents of each item of COVERED PROPERTY under this policy, which is then described in a dated and signed writing by You, or Your representatives, setting forth the original cost and ACTUAL CASH VALUE of each item as of the date the INVENTORY is prepared.
- (f) "LOSS" means ACCIDENTAL direct physical damage to, destruction of or unlawful taking of tangible property.
- (g) POLICY means this Policy wording together with the Policy Schedule and Endorsements and is deemed to also mean the Certificate.
- (h) "PROPOSAL FORM" means the written proposal or application for this Insurance which is signed by You.

- (i) SCHEDULE means the most recent Policy Schedule given to You. It shows the Policy Number together with other details of cover.
- (j) "WARRANTY" or "WARRANTED" means a representation made by You to Us that You promise to be absolutely true and which You agree is material to Our decision to insure You.
- (k) WE, US, OUR, INSURERS means certain Underwriters at Lloyd's.
- (l) "YOU/YOUR" means the person(s) or entity(ies) named on the policy and the PROPOSAL FORM.

COVER

This policy insures You against LOSS to antiques and objects of art of every nature and description being the stock in trade usual to the conduct of Your business, being your property; or held by You in trust; or in memorandum; or on consignment; or sold but not delivered; or on joint account with others; or belonging to others and for which You may be liable; or for which You had assumed liability prior to LOSS for a sum not exceeding that specified in the Schedule.

This policy insures You against LOSS to Your reference library and other reference material belonging to You, which items are not for sale nor listed in Your stock INVENTORY, for a sum not to exceed that specified in the Schedule.

This policy insures You against LOSS to furniture and fixtures belonging to You, which items are not for sale and are not listed in Your stock INVENTORY, for a sum not to exceed that specified in the Schedule.

Our liability for any one LOSS is limited to the amounts specified in the Schedule. The amounts are excess of the amount specified in the Schedule which is borne by You each and every LOSS.

TERRITORIAL LIMIT

The policy insures You against the risk of LOSS to the COVERED PROPERTY only while on your premises, in transit, on exhibit or otherwise anywhere within the Territorial Limits stated in the Schedule, except that this policy does not cover property on fairgrounds, or in the premises of any National or International exposition or Trade Show unless such exhibition or show is specifically described in the policy by endorsement.

BASIS OF SETTLEMENT

Unless otherwise endorsed hereon, the COVERED PROPERTY shall be valued at the time of LOSS as follows:

- (A) Property owned by You at time of LOSS at ACTUAL CASH VALUE or, if applicable, at Your original cost price plus the amount specified in the Schedule whichever is the less.
- (B) Property on consignment to, or otherwise entrusted to You, at the consigned or entrustment value but not exceeding the ACTUAL CASH VALUE.
- (C) Property owned on joint account at such value shown in Your stock INVENTORY but not exceeding the ACTUAL CASH VALUE or, if applicable, Your original cost price plus the amount specified in the Schedule whichever is the less.
- (D) Property actually sold, but not delivered or removed from Your premises or whilst in transit to the consignee's or owner's premises at selling price.
- (E) Property as mentioned; Reference Materials, Furniture and Fixtures, at ACTUAL CASH VALUE.

EXCLUSIONS

This policy does not insure against LOSS caused directly or indirectly by any of the following and such LOSS is excluded regardless of any other cause or event contributing concurrently, or in any sequence, to the LOSS.

- (A) Wear and tear, gradual deterioration, moths, insects, vermin, inherent vice, rust or oxidation.
- (B) Repairing, restoring, retouching, reframing, or similar process.
- (C) Loss of market, delay or loss of profit or consequential loss no matter how occurring.
- (D) Shortage discovered at the time of taking INVENTORY.
- (E) Infidelity or dishonesty of You, Your employees, or any person or persons to whom the property may be entrusted or delivered whether he is acting alone, or in collusion with others.
- (F) Theft or burglary from a vehicle unless at the time of LOSS You, a permanent employee of Yours, or a person whose sole duty is to attend Your property is actually in, on or upon the vehicle.
- (G) Breaking of marbles, glassware, porcelain and similar fragile articles unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, or malicious damage.
- (H) The breakdown or derangement of any electrical or mechanical device.
- (I)
 - (i) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by any agent of such government, power, authority or forces;
 - (ii) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (iii) Any weapon of war employing atomic fission, fusion, or other means of atomic explosion or damage by exposure to nuclear radiation whether in time of peace or war;

(J) TERRORISM

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed to political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(K) ELECTRONIC DATE RECOGNITION ("YEAR 2000"/"Y2K"/"MILLENNIUM") EXCLUSION (LISTED PERILS)

- 1. This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - a) the calculation, comparison, differentiation, sequencing of processing of data involving the date change to the year 2000, or any other date change, including leap year calculations,

by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

- 2. However, in the event that a peril listed below results from 1.(a) or 1.(b) above, this policy subject to all its other terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed Perils:

Fire
Explosion

Notwithstanding Section 2 above, this policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

- L. **NUCLEAR RADIATION, RADIOACTIVITY & RADIOACTIVE CONTAMINATION:**
This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4 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 peaceful purposes.
- 5 any chemical, biological, bio-chemical or electromagnetic weapon.

M CYBER ATTACK

- 1. Subject only to clause 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, civil strife arising therefrom, or any hostile act by or against a belligerent power or terrorism or any person acting from a political motive, Clause 14.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CONDITIONS

Claims

You shall, as soon as practicable, report in writing to Us every LOSS, which may give rise to a claim under this policy. You shall also present to Us, no later than ninety (90) days from the date of discovery of such LOSS, a detailed proof of LOSS, signed and sworn to by You, stating your knowledge and belief as to the following: the time and origin of the LOSS, your interest and the interest of all others in the property, the amount of LOSS thereto, all encumbrances thereon, whether any of the property was on consignment to You, all other policies of insurance, whether valid or not, covering any of the said property, any changes in the title, use, location, possession or exposure of said property since the issuing of this policy, a schedule of each item setting forth the date of acquisition of each item, from whom acquired, the acquisition price, and the ACTUAL CASH VALUE.

Cancellation

You may cancel this Policy at any time by written request. After cancellation by You, We will retain or be entitled to the premium for the period during which this Policy has been current, calculated at Our current short-term rates.

We may cancel the Policy on any of the grounds stated in the Insurance Contracts Act 1984. After cancellation by Us, You will be entitled to a pro rata refund of the premium.

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 disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and , if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty does not require disclosure of a matter:

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

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under this contract in respect of a claim or may cancel this contract.

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

Records

It is a condition precedent to any recovery under this policy that You shall maintain detailed and itemised written INVENTORIES of all the COVERED PROPERTY regardless of where located, and shall maintain detailed verifiable records of all purchases and sales of COVERED PROPERTY; detailed verifiable records of all purchases and sales of COVERED PROPERTY on consignment to You or entrusted to others by You in such a manner that in the event of LOSS, the exact amount of LOSS can be accurately determined therefrom by Us without reference to unrecorded data or Your personal knowledge or recollection not actually recording it in Your books.

It is hereby understood and agreed that if the exact amount of LOSS cannot be accurately determined solely from Your records, any claim for such LOSS will be forfeited by You.

Protections

It is a condition precedent to Our liability under this policy that all protective devices, alarm systems, safes and other safeguards reported by You to Us or required by Us for the safety of COVERED PROPERTY at Your premises named herein shall be in full force and effect whenever the said premises are left unattended and at all other reasonable times.

Such protective devices and safeguards shall not be withdrawn or varied without Our prior written consent.

It is understood and agreed that if such protective devices and safeguards are withdrawn or varied without Our prior written consent, this Insurance shall be suspended during the entire period of withdrawal or variance.

Transits

It is a condition precedent to any recovery under this policy in respect of LOSS to any COVERED PROPERTY whilst in the course of transit within the territorial limits that:

- (A) all items shall be professionally packed and secured (other than in respect of items in Your personal custody and care)
- (B) all items shall be transported by the following methods:
 - (i) In Your personal custody and care (including transport by vehicle).
 - (ii) In the custody and care of any professional fine art transporter employed by You for such purpose.
 - (iii) In the custody and care of any airfreight carrier.
 - (iv) Any method specifically agreed in writing by Us.

Legal Liability

In case of LOSS to the property of others held by You for which claim is made upon Us, the right to adjust such LOSS with the owner or owners of the property is reserved by Us and the receipt by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of Yours for which such payment has been made. If legal proceedings be taken to enforce a claim against You as respects any LOSS, We reserve the right, at Our option, to conduct and control the defence on behalf of and in Your name at no cost to You. No action of Ours in such regard shall increase the liability under this policy nor increase the limits of liability specified in the Schedule in respect of Stock in Trade.

The option provided by this condition is solely Your option and no other person. We do not intend to, nor do We, insure against the cost of defending any lawsuit brought by any third party, whether customers of Yours or not.

Automatic Reinstatement

At the time of LOSS, all premiums shall be fully earned. The amount of insurance, and the applicable limit of liability, shall be reduced by the amount of LOSS payment, but, at Your option said amount shall be reinstated at the time of LOSS with additional premium calculated as a *pro rata* of the annual premium.

Fraudulent Claims

If You or anyone acting on Your behalf or with Your connivance should make a claim, knowing or reasonably suspecting it be false or fraudulent, We may refuse to pay the claim or cancel this Policy or do both.

Partial Loss Agreement

In the case of partial LOSS, the amount of LOSS shall be the cost and expense of restoration, including any additional charges incurred in connection therewith, and depreciation.

In no event shall We be liable for more than the ACTUAL CASH VALUE of the property that has incurred a partial LOSS.

Buy Back Agreement

In the event of a LOSS hereunder for which We have made payment, We agree to offer You first choice of buying back the recovered property if the property is recovered within two years from the date of settlement. It is agreed that You shall pay to Us not less than an amount equal to the amount which was paid by Us plus any expenses incurred by Us in the adjustment of the claim or to effect the recovery and interest from the date of payment of the claim.

Salvage And Subrogation

You agree to turn over title and, within Your power, possession to Us of all COVERED PROPERTY for which We have paid indemnity to You. We, as a condition to the payment of indemnity, require from You an assignment of all rights of recovery against any party who may be responsible for all LOSS incurred by You, to the extent that payment thereof is made by Us. You shall help Us secure the rights of recovery against third parties and will do nothing to impair those rights.

No Benefit To Bailee

It is WARRANTED by You that this Insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

Protection Of Property

In case of LOSS, it shall be lawful and necessary for You, Your factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this Insurance, nor shall Your or Our acts in recovery, saving and preserving the property insured in case of LOSS be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by You and Us proportionately to the extent of Your and Our respective interests.

Appraisal

If You and We fail to agree as to the amount of LOSS, each shall, on the written demand of either made within sixty (60) days after receipt of proof of LOSS by Us, appoint a competent and disinterested appraiser. The other party shall also appoint a competent and disinterested appraiser within twenty (20) days after receiving notice of the demand for appraisal, and failing to do so within twenty (20) days, shall agree to be bound by the award of the single appraiser appointed by the party demanding appraisal. The appraisers shall then select a competent and disinterested umpire; and failing for fifteen (15) days to agree on such umpire, then on request of You or Us, such umpire shall be selected, after petition made and notice to the other, by a judge of a court of record in the State in which the property covered is located. The appraisal shall be made at a reasonable time and place with at least seven (7) days notice being provided by the appraisers of the date of such appraisal to You and Us. The appraisers shall then appraise the LOSS, stating separately the ACTUAL CASH VALUE of each item at the time of LOSS and the amount of LOSS and, failing to agree, the appraisers shall submit their differences to the umpire. An award in writing of the single appraiser, if the second appraiser is not appointed, or of any two shall determine the amount of LOSS. You and We shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. We shall not be held to have waived any of Our rights by any act relating to appraisal.

Suit

No suit, action or proceeding for the recovery of any claim under this policy, or for any damages alleged in tort against Us, Our servants, agents or assigns, shall be sustainable in any court of law or equity unless all of the conditions of this policy have been first complied with and the same is commenced within twelve (12) months next after discovery by You of the LOSS which gives rise to the claim; provided, however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

Examination Under Oath

You shall produce for examination as required by Us all books of account, bills, invoices, receipts, ledgers, documents of any description or kind, and vouchers and certified copies thereof if originals be lost determined by Us to be relevant to Our investigation of the policy or claim, at such reasonable time and place as may be designated by Us or Our representatives, and shall permit extracts and copies thereof to be made. You, as often as may be reasonably required, shall exhibit to any person designated by Us all that remains of any COVERED PROPERTY. You, or any employee or agent of Yours within Your control, thereafter, if required by Us, shall submit to examinations under oath as often as may be reasonably required by any persons chose by Us concerning any and all matters We determine are material to the policy or claim submitted by You and shall subscribe the same under oath.

The subscribed and sworn transcript of the examination(s) under oath shall be part of the sworn proof of LOSS required by the policy.

Governing Law

This Policy is governed by the laws of Australia and this Policy and any person's rights under this Policy will be read subject to these laws as they apply at the time of any claim or exercise of any right under this Policy.

Headings

The headings in this Policy are included for reference only. The terms and Conditions and Exclusions are not to be interpreted by reference to the headings.