



Master Fire Policy Wording

INSURER

Chubb Insurance Company of Australia Ltd (Chubb) ABN 69 003 710 647 AFSL 239778, Level 29, 2 Park Street, Sydney NSW 2000. Ph (02) 9273 0100, Fax (02) 9273 0101

INSURED

Protecsure Pty Limited ABN 26 094 997 163 AFSL 238815

BENEFICIARY

Means the person or entity shown as the Insured in the Insurance Certificate and Tax Invoice issued by Protecsure on Chubb's behalf.

FIRE POLICY

In consideration of the Premium stated in the Insurance Certificate and Tax Invoice being paid in respect to policies issued by Protecsure on Chubb's behalf which exclude fire, then Chubb will, subject to the terms and conditions of this Policy, cover the equipment insured and described in the Insurance Certificate and Tax Invoice, which is destroyed or damaged by fire (whether resulting from explosion or otherwise) not occasioned by or happening through:

- a) its own spontaneous fermentation or heating, or its undergoing any process involving the application of heat;
- b) earthquake, subterranean fire, riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

at any time before 4.00pm on the last day of the period of insurance set out in the Insurance Certificate and Tax Invoice or of any subsequent period in respect of which the Insured has paid and Protecsure has accepted the premium required for the renewal of that Policy.

INSURER'S LIABILITY

The Insurer may either repair or replace damaged equipment. Any replacement will be with an item of similar function, type, capacity and serviceability as the insured equipment. The Insurer will not pay more than the lowest of:

- The cost of such a replacement item;
- The amount for which you have insured the equipment (which will be shown on your Insurance Certificate and Tax Invoice);
- The cost of repairing the damaged equipment. If the equipment is repaired, the Insurer will not pay more than the reasonable cost of repairing the damaged equipment.

Provided that the liability of Chubb will not exceed the Sum Insured shown in the Insurance Certificate and Tax Invoice.

CONDITIONS AND EXCLUSIONS

1. This Policy may be voidable in the event of misrepresentation, mis-description, or non-disclosure in any material respect under any applicable Policy issued by Chubb.
2. The Policy may be voidable with respect to any equipment insured where there has been any alteration after the commencement of this insurance which in the sole discretion of Chubb materially increases the risk:-
 - (a) where the building containing the insured equipment becomes unoccupied, and remains unoccupied for a period of more than thirty (30) consecutive days; or
 - (b) where the Beneficiary's interest ceases except by will or operation of law,unless expressly agreed to by Protecsure in the Insurance Certificate and Tax Invoice.
3. The Beneficiary will give notice in writing to Protecsure of any Insurance or Insurances already effected, or which may

subsequently be effected, covering any of the equipment insured.

4.(i) This Policy does not cover:

- a) destruction or damage as a result of any explosion, however, any ensuing fire is not excluded;
- b) destruction or damage by explosion, unless caused by fire.
- c) Goods held in trust or on commission, money, securities, stamps, documents, manuscripts, business books, patterns, models, moulds, plans, designs, explosives, unless specially mentioned as insured under the Insurance Certificate and Tax Invoice.
- d) Any curiosity or work of art unless otherwise expressly endorsed in the Insurance Certificate and Tax Invoice.
- e) Destruction or damage directly or indirectly caused by, or arising from, or in consequence of, or contributed to, by nuclear weapons material.

(ii) This Policy does not cover destruction or damage directly or indirectly caused by, or arising from, or in consequence of, or contributed to, by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 4 (ii) only, combustion includes any self-sustaining process of nuclear fission.

5. a) On the happening of any destruction or damage the Beneficiary will give notice in writing to Protecsure, and will, within 30 days after such destruction or damage, or such further time as Protecsure may in writing allow, at their own expense deliver to Protecsure a claim in writing containing a detailed account of the equipment destroyed or damaged, and of the amount of destruction or damage having regard to the current Sum Insured of the equipment as stated in the Insurance Certificate and Tax Invoice, together with details of any other Insurances on the equipment insured.

b) The Beneficiary will also give to Protecsure all such proofs and information with respect to the claim as may reasonably be required together with (if required) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under the Policy will be payable unless the terms of this condition have been complied with.

6. If the claim is in any way fraudulent, or if any fraudulent means or devices were used by the Beneficiary or anyone acting on their behalf to obtain any benefit under this Policy, or if any destruction or damage was caused by the wilful act or with the knowledge of the Beneficiary, all benefits under this Policy will be forfeited.

7. If Chubb elects or agrees to reinstate or replace any equipment, the Beneficiary will at their own expense produce and give to Chubb all such plans, documents, books and information as Chubb may reasonably require. Chubb will not be obliged to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and will not pay in excess of the Sum Insured stated in the Insurance Certificate and Tax Invoice.

8. a) On the happening of any destruction or damage Chubb may, without incurring any liability, and without diminishing the right of Chubb to rely upon any conditions of this Policy, take or keep possession of the equipment, or may require that the equipment be delivered to them and may keep possession of and deal with such equipment for all reasonable purposes and in any reasonable manner.

b) If the Beneficiary or anyone acting on their behalf does not comply with the requirements of Protecsure or Chubb, or hinders or obstructs Protecsure or Chubb in any way, then the benefits under this Policy may be forfeited. The beneficiary may not abandon any damaged or destroyed equipment unless approved by Chubb.

9. If at the time of any destruction or damage to any equipment insured, there is any other subsisting Insurance or Insurances covering the equipment set out in the Insurance Certificate and Tax Invoice, Chubb will not be liable to pay or contribute more than its ratable proportion of such destruction or damage as per the provisions of the Insurance Contracts Act 1984 (as amended).

Every item in respect for which a Sum Insured is specified in the Insurance Certificate and Tax Invoice will be subject to the following Clause:

In the event of destruction or damage by fire as insured by this policy Chubb will be liable for no greater proportion of the destruction or damage than the Sum Insured bears to eighty five per cent (85%) of the value of the equipment insured at the time such destruction or damage occurs, limited however in all cases to the Sum Insured thereon.

Provided that the above provision will not apply if the amount of any destruction or damage does not exceed 5% of the Sum Insured thereon.

10. Any Beneficiary under this Policy will at the request and at the expense of Protecsure do, and assist in doing, and permit to be done, all such acts and things as may be reasonably necessary or required by Protecsure for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Chubb will be, or would be entitled or subrogated upon its paying for, or making good any destruction or damage under this Policy, whether such acts and things will be or become necessary.

ECONOMIC AND TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Chubb, its parent company, or its ultimate controlling entity from providing insurance.

DESTRUCTION OR DAMAGE BY ELECTRIC CURRENT

Chubb is not liable for any destruction of, or damage to, any electrical appliance or device (including wiring) caused by electric current artificially generated. Where fire ensues, Chubb will be liable only for that proportion of the destruction or damage directly caused by fire.

HAZARDOUS GOODS CLAUSE

Unless otherwise specifically provided in this Policy, hazardous goods used in the trade and/or business are allowed to be stored in quantities and manner as permitted by Law, By-Law, or Municipal Regulation.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement to it, 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 act 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 for political, religious, ideological, or similar purposes, including the intention to influence any government and/or to put the public, or any section 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.

COMPLAINTS HANDLING

The following standards apply to all complaints handling:

- a) We will conduct complaints handling in a fair, transparent and timely manner.
- b) We will make available information about our complaints handling procedures.
- c) We will only ask for and take into account relevant information when deciding on your complaint.
- d) You will have access to information about you that we have relied on in assessing your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, we may decline to release information but we will not do so unreasonably. In these circumstances, we will give you reasons. We will provide our reasons in writing upon request.
- e) Where an error or mistake in handling your complaint is identified, we will immediately initiate action to correct it.
- f) We will respond to complaints within fifteen (15) business days provided we have all necessary information and have completed any investigation required.
- g) In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot agree, we will treat your complaint as a dispute and we will provide information on how you can have your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
- h) We will keep you informed of the progress of our response to the complaint.
- i) When we notify you of our response, we will provide information on how our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.
- j) If you tell us you want our response reviewed, we will:
 - I. Treat it as a dispute;
 - II. Notify you of the name and contact details of the employee assigned to liaise with you in relation to the dispute; and
 - III. Respond to the dispute within fifteen (15) business days provided we receive all necessary information and have completed any investigation required.
 - IV. In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot reach agreement you can report your concerns to the Financial Ombudsman Service (FOS). You can contact the FOS in the following ways:
 - By Phone: 1300 78 08 08
 - By Mail: Financial Ombudsman Service - GPO Box 3, Melbourne, VIC 3001Information on the FOS may be obtained from its website at www.fos.org.au

ADDITIONAL INFORMATION

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit www.codeofpractice.com.au for more information about the Code.

WHO SHOULD YOU TALK TO

Our contact details are listed below, should you want to contact us.

Your complaint can be submitted to Chubb's dedicated e-mail address at aus.complaints@chubb.com.

If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:

The Compliance Manager
Chubb Insurance Company of Australia
Level 29, 2 Park Street,
Sydney NSW 2000