

Master Fire Policy Insurance Certificate and Tax Invoice

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| <u>POLICY NUMBER:</u> | 93180381 |
| <u>THE INSURED:</u> | Protecsure Pty Ltd ABN 26 094 997 163 AFSL 238815 who provides this fire insurance for no additional cost to insureds under current Insurance Certificate and Tax Invoices issued by Protecsure Pty Ltd in respect to applicable policies. This Fire Policy does not apply to policies which cover assets domiciled in New Zealand or policies which do not exclude fire. |
| <u>THE INSURER:</u> | Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL No 239687 |
| <u>THE BUSINESS:</u> | Equipment as detailed in the Insurance Certificate issued by Protecsure Pty Ltd. |
| <u>THE SITUATION:</u> | Anywhere in Australia and elsewhere in the world (subject to Economic & Trade Sanctions Exclusion) where Equipment Insurance Policy provides worldwide cover. This does not include policies which cover assets domiciled in New Zealand. |
| <u>PERIOD OF INSURANCE:</u> | From 4:00 PM on 31 st December, 2016 To 4:00 PM on 31 st December, 2017 |
| <u>EQUIPMENT INSURED:</u> | Equipment detailed in the Insurance Certificate issued by Protecsure Pty Ltd. |
| <u>LIMIT(S) OF LIABILITY:</u> | The amount(s) set out hereunder represent the Insurer(s) Maximum Limit(s) of Liability any one loss or series of losses arising out of any one event at any one Situation subject to any lesser Limit(s) of Liability specified elsewhere in this Policy. |
| <u>LIMIT OF LIABILITY:</u> | As per the Sum Insured stated in the Insurance Certificate issued by Protecsure Pty Ltd. |
| <u>EXCESS:</u> | \$100.00 each and every claim. |
| Annual Premium: | As agreed |
| Fire Services Levy: | As agreed |
| GST | As agreed |
| Stamp Duty: | <u>As agreed</u> |
| Total Amount Payable: | <u>As agreed</u> |



Authorised Representative

Date:

5th December 2016

Master Fire Policy Wording

INSURER

Chubb Insurance Australia Limited ('Chubb')
ABN 23 001 642 020 AFSL No 239687
Level 38, 225 George Street, Sydney NSW 2000
Web: www.chubb.com/au
Ph. (02) 9335 3200 | Fax (02) 9335 3411

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 on the 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, 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);
- 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.

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.
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 by explosion whether or not the explosion be occasioned by fire or otherwise.

- b) 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.
 - c) Any curiosity or work of art unless otherwise expressly endorsed in the Insurance Certificate and Tax Invoice.
 - d) 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, 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.
 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, 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 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 usual 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 AND DISPUTE RESOLUTION

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
F +61 3 9613 6399
E info@fos.org.au
www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

ADDITIONAL INFORMATION

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry.

Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

