

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;
- Where the market value endorsement applies on the Insurance Certificate then market value which means the cost to buy equipment of the same age, condition, model and make.

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, misdescription, 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 except when resulting in fire.

- 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 compiled 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 Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Chubb is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and Australian sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

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.

PRIVACY

Privacy Statement

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited ("Chubb").

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how Chubb collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why Chubb Collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, Chubb may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns, You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How Chubb Obtain Your Personal Information

Chubb collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing, or renewing an insurance policy with Chubb or when Chubb are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party, Chubb use that information on the basis that You have consented or would reasonably

expect Us to collect Your Personal Information in this way. Chubb take reasonable steps to ensure that You have been made aware of how Chubb handle Your Personal Information.

When Do Chubb Disclose Your Personal Information?

Chubb may disclose the information Chubb collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide its services to You, Chubb may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom Chubb (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact Chubb, if You would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc) Chubb may also share Your information with that third party.

In the circumstances where Chubb disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia Chubb take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons Chubb have an association with, please contact Our Privacy Officer.

Access to And Correction of Your Personal Information

If You would like a copy of Your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons Chubb have an association with, or You would like a copy of Chubb's Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct Your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Email CustomerService.AUNZ@chubb.com

Fax + 61 2 9335 3467

Address GPO Box 4907 Sydney NSW 2001

How to Make A Complaint

If You have a complaint or would like more information about how Chubb manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
E Privacy.AU@chubb.com

COMPLAINTS AND DISPUTE RESOLUTION

Chubb 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 Chubb have resolved your initial complaint to your satisfaction by the end of the 5th business day after Chubb have received it, and you have not requested that Chubb 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.

Chubb will investigate your complaint and keep you informed of the progress of our investigation. Chubb will respond to your complaint in writing within fifteen (15) business days provided Chubb have all necessary information and have completed any investigation required. In cases where further information or investigation is required, Chubb will work with you to agree reasonable alternative time frames and, if we both cannot agree, you may request that your complaint is taken to Stage 2 and referred to Chubb's internal dispute resolution team. Chubb 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), Chubb 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 Chubb 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 Chubb with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

Chubb 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 Chubb have all necessary information and have completed any investigation required. In cases where further information or investigation is required, Chubb will work with you to agree reasonable alternative time frames.

If we both cannot agree, you may refer your dispute to the Australia Financial Complaints Authority ("AFCA") as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the AFCA 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 Chubb's internal dispute determination, or Chubb are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Terms of Reference.

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

You may contact AFCA at any time at:

Australia Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
O 1800 931 678
E info@afca.org.au
www.afca.org.au

If you would like to refer your dispute to AFCA you must do so within 2 years of the date of our internal dispute determination. AFCA may still

consider a dispute lodged after this time if AFCA 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.