

Master Fire Policy Insurance Certificate and Tax Invoice

<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 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 or its territories. 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 2023 To 4:00 PM on 31 st December 2024
<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 Total Sum Insured stated in the Insurance Certificate issued by Protecsure Pty Ltd.
<u>EXCESS:</u>	\$100.00 each and every claim other than Equipment Insured under any Education – Equipment Insurance Policy where excess applies per item.
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:

17th November 2023

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

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 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

Chubb 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. Chubb 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 under Sum Insured on the Insurance Certificate);
- The cost of repairing the damaged equipment. If the equipment is repaired, Chubb 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 Total Sum Insured shown in the Insurance Certificate.

CONDITIONS

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 ninety (90) consecutive days. Unoccupied means Your premises contains no equipment, and it is uninhabited or vacant. Your premises will be considered unoccupied even if a person is regularly carrying out checks or visiting the unoccupied premises; 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. (a) On the happening of any destruction or damage or as soon as practicable upon becoming aware of the destruction or damage, the Beneficiary will give notice in writing to Protecsure (by email: claims@protecsure.com.au), 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 and are reasonably within the Beneficiary's power to provide together with (if reasonably required) a signed statement of the claim and of any matters connected with the claim. No claim under the Policy will be payable unless Protecsure has sufficient proof of the claim consistent with the terms of this condition.
5. 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.
6. 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 and are reasonably within the Beneficiary's power to provide. Chubb will not be obliged to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner so that it is returned as far as possible to its condition and extent before the destruction or damage, but Chubb will not pay in excess of the Sum Insured stated in the Insurance Certificate.
7. (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 unreasonably fails to comply with the requirements of Protecsure or Chubb for any reasonable purpose in connection with the Policy, or hinders or obstructs Protecsure or Chubb in connection with the Policy, then the benefits under this Policy may be forfeited. The beneficiary may not abandon any damaged or destroyed equipment unless approved by Chubb.
8. 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).
9. 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

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb, or its parent, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

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 inappropriate storage, screen bruising by hand, servicing, breakdown, malfunction, design fault, or electrical supply. Where fire ensues, Chubb will be liable only for that proportion of the destruction or damage directly caused by fire.

HAZARDOUS GOODS

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.

GENERAL EXCLUSIONS

This Policy does not cover:

1. destruction or damage by explosion except when resulting in fire.
2. 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.
3. any curiosity or work of art unless otherwise expressly endorsed in the Insurance Certificate.
4. destruction or damage directly or indirectly caused by, or arising from, or in consequence of, or contributed to, by nuclear weapons material.
5. 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 exclusion 5 only, combustion includes any self-sustaining process of nuclear fission.

TERRORISM EXCLUSION

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 exclusion 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 exclusion 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.

COMMUNICABLE DISEASE EXCLUSION

- (a) Notwithstanding and superseding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:
 - i. a Communicable Disease; or
 - ii. the fear of threat (whether actual or perceived) of a Communicable Disease.
- (b) For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a Communicable Disease, or
 - ii. any Equipment insured that is or may be affected either directly or indirectly by a Communicable Disease.
- (c) As used in this Policy, a Communicable Disease means any:
 - i. physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission or where such outbreak occurred or is occurring; or

- ii. any virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or
- iii. any disease which is a quarantinable disease or a listed human disease under the Biosecurity Act 2015 (Cth), as may be amended from time to time and any replacement, successor or functionally similar legislation of Australia (or of the applicable state or territory in Australia in which the Equipment is located), including delegated legislation irrespective of where such outbreak occurred or is occurring;
- iv. any mutation of the illnesses, diseases or organisms described in clauses (c)(i), (ii) and (iii).

This Exclusion applies to all coverage extensions, additional coverages and exceptions.

CYBER EXCLUSION

- (a) Subject only to paragraph (c) below, in no case shall this policy 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 for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- (b) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- (c) Where this policy covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph (a) 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.

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 We 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](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We 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, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We 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 Us or when We 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 We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);
- 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); and
- third parties with whom We (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 us, if you would like a full list of the countries in which these third parties are located.

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

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: +61 2 9335 3467

Address: GPO Box 4907
Sydney NSW 2001

Further information request

If You would like more information about how We 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
Privacy.AU@chubb.com

How to make a complaint

If You are not satisfied with our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of your relationship with Chubb and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our [Complaints and Customer Resolution](#) policy.

COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We understand that you could be dissatisfied with our organisation, our products and services, or the complaints handling process itself. We take all our customer's concerns seriously and have detailed below the complaints process that you can access.

Complaints and Customer Resolution Service

Contact Details

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 our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

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

Our response

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you, or as soon as practicable. Following acknowledgement, within two (2) business days we will provide you with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with you regarding your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days. If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If your complaint falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

ADDITIONAL INFORMATION

We are a signatory to the General Insurance Code of Practice (**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 codeofpractice.com.au and on request. As a signatory to the

Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.