



Education - Equipment Insurance Policy - Theft Only Financial Services Guide (FSG)

Financial Services Guide Effective 1st September 2024

Who provides the services described in this Financial Services Guide

The financial services referred to in this Financial Services Guide ("FSG") are offered by Della Maddalena Family Trust No 3 ABN 7404385270 trading as Winthrop Australia, Australian Financial Services Number (AFSL) 326040 (Winthrop, us, our, we).

In this FSG "us", "our" or "we" means Winthrop. "you", your" means the Insured and named as Insured Persons on Your Certificate of Insurance with respect to whom premium has been paid or agreed to be paid.

We can assist you to obtain equipment insurance coverage as an authorised representative of Protecsure Pty Ltd, ABN 26 094 997 163, AFSL No. 238815

What are Winthrop's contact details?

Listed below are the contact details for Winthrop:

Della Maddalena Family Trust No 3 trading as Winthrop Australia
ABN 7404385270 AFSL 326040
University of Western Australia
Level 1, Guild Commercial Centre
Hackett Drive Entrance 2
Crawley WA 6009
Web: www.winaust.com.au
Email: servicewa@winaust.com.au
Phone: +61 8 6488 2777

What are Protecsure's contact details?

Listed below are the contact details for Protecsure:

Protecsure Pty Ltd
ABN 26 094 997 163 AFSL No 238815
Level 4, 350 Kent Street, Sydney NSW 2000
Web: www.protecsure.com.au
Email info@protecsure.com.au
Phone: + 61 2 8251 6666

Purpose and content of this FSG

This FSG sets out the services that Winthrop can offer you. It is designed to assist you to decide whether to use any of those services and contains important information about the services Winthrop provides including;

- how Winthrop, Protecsure and others are paid;
- any potential conflict of interest Winthrop or Protecsure may have;
- Protecsure's internal and external dispute resolution procedures', how you can access them; and
- arrangements that are in place to compensate clients for losses.

This guide is an important document. Please read it carefully and keep it in a safe place for your reference and for any future dealings with Winthrop and Protecsure.

From when does this FSG apply?

This FSG applies from the 1st September 2024 and remains valid unless a further FSG is issued to replace it.

Who is responsible for the financial services provided?

Winthrop is an authorised representative of Protecsure Pty Ltd and are responsible for the financial services that it provides to you. Protecsure are responsible for the content of this FSG and Winthrop are responsible for its distribution.

Protecsure hold a current Australian Financial Services Licence No 238815.

Protecsure have given authority to Winthrop to release this FSG on its behalf when and where applicable.

What kinds of financial services are Winthrop and Protecsure authorised to provide and what kinds of financial products do those services relate to?

Protecsure are authorised to deal in and provide financial advice in relation to general insurance products for retail. To assist with your decision, Winthrop will give you information about the insurance product by providing you with a Product Disclosure Statement ("PDS"). The PDS is an important document. You should carefully read the PDS to decide if the insurance product features suit your objectives, financial situation and needs before deciding about the insurance product. Please keep the PDS in a safe place for your reference and for any future dealings with Winthrop or Protecsure.

In some cases, Winthrop may make a general recommendation or give an opinion about the insurance products ("General Advice"). Winthrop do this without considering your specific individual objectives, financial situation or needs. This is a General Advice service. Winthrop do not provide any advice on whether other insurance products may be more appropriate for your needs or which of the insurance product options may be best for you.

You need to consider the appropriateness of any information or General Advice Winthrop give you, having regard to your specific individual objectives, financial situation or needs before acting on it.

PRODUCT DISCLOSURE STATEMENT AND OTHER DOCUMENTS PROTECSURE MAY PROVIDE

If Winthrop offer to issue an insurance policy to you, it will also provide you with, or pass on to you, a PDS, unless you already have an up-to-date PDS. The PDS will contain information about the particular insurance policy, which will enable you to make an informed decision about purchasing that insurance policy.

Protecsure have prepared a Target Market Determination ("TMD") for its PDS. The TMD describes the target market for its product and is available on its website:

<https://www.chubb.com/content/dam/chubb-sites/chubb-com/au-en/businesses/policy-wordings-and-documents/chubb-education-equipment-insurance-policy-theft-only-studenttheft-tmd.pdf>

Who do Winthrop and Protecsure act for?

When Winthrop provide financial services to you, it will not be acting on your behalf. This is because Winthrop are acting as appointed agents of Protecsure and Protecsure are underwriting agents. When Protecsure distribute insurance products, it is acting under a binding authority given to it by the insurer who underwrites the insurance cover. This binding authority allows Winthrop and Protecsure to accept your application for insurance as if Protecsure were the insurer. This means that Winthrop and Protecsure represent and act for the insurer and not for you.

When Protecsure distributes insurance products it is acting under a binding authority given to it by the Insurer, Chubb Insurance Australia Limited ("Chubb"), who underwrites the insurance cover. Under this authority Chubb has appointed Protecsure as its agent, on terms that an insured who deals with Protecsure in relation to this insurance, will have the same legal protection as if they had dealt directly with Chubb. Any equipment insurance arranged for you will be provided under a policy issued by Chubb.

Chubb's contact details are:

Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL No 239687
Level 38, 225 George Street, Sydney NSW 2000
Web: www.chubb.com/au
Phone: +61 2 9335 3200

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee ('CGC') is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting Protecsure. Contact details are provided at the top of this FSG.

For more information on the CGC go to <https://insurancecode.org.au/>.

How Winthrop and Protecsure are paid

Winthrop and Protecsure receives income from the following sources:

Premium

When Winthrop issue you with an insurance policy, you will pay a premium based on our assessment of the risk profile you have provided. The total amount you pay is the premium plus any relevant taxes, charges and levies.

When you pay your premium to Winthrop, it will be banked into Winthrop's Premium Trust Bank Account prior to being remitted to Protecsure's Premium Trust Bank Account, net of any commission (see below) payable to Winthrop. Protecsure will retain the commission from the premium you pay and remit the balance to the insurer in accordance with Protecsure's arrangements with the insurer. Winthrop and Protecsure may earn interest on the premium while it is in each of their Premium Trust Bank Accounts. Winthrop and Protecsure will retain any interest earned on the premium.

All collected premium, plus any relevant taxes, charges and levies, are held in Winthrop's, then Protecsure's Premium Trust Bank Account in accordance with statutory provisions.

You can choose to pay the premium by any of the payment methods set out in your Tax Invoice. You are required to pay Winthrop, on behalf of the insurer, within the timeframe set out in the Tax Invoice.

Commission

Winthrop receive a commission which is calculated as a percentage of the premium less any relevant taxes, charges and levies.

The commission is paid at rates up to 10% of the total insurance premium and is included in the total amount you pay for the insurance policy and is not in addition to the insurance policy.

Protecsure receive a commission which is calculated as a percentage of the premium less any relevant taxes, charges and levies.

The commission is paid at rates up to 35% of the total insurance premium and is included in the total amount you pay for the insurance policy and is not in addition to the insurance policy.

The commission applies to each insurance policy issued or renewed through Protecsure.

Remuneration of employees

Winthrop employees assisting you with your insurance needs will be paid a market salary and may earn a cash bonus or other incentives based on achievement of a broad range of goals, including financial targets.

Further information

You may request particulars of Winthrop's remuneration (including commission) or other benefits, including, to the extent relevant, a statement of the range of amounts or rates within a reasonable time following receipt of this FSG and before Winthrop provide any financial service to you.

What is your duty not to make a misrepresentation?

You have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth) ('ICA'). The relevant section of the ICA, for consumer insurance products, is section 20B. This duty is also set out in

the PDS, Policy Wording, or insurance documentation associated with the contract of insurance.

Conflicts of interest

Winthrop and Protecsure take any potential and actual conflicts of interest seriously and have a conflict of interest policy.

Conflicts of interest are circumstances where some or all of your interests are, or may be, inconsistent with, or diverge from, some, or all, of Winthrop's or Protecsure's interests.

Winthrop and Protecsure manage conflicts of interest through adequate controls, disclosure and avoidance. Winthrop and Protecsure also provide training to its employees to identify conflicts of interest and encourage the early reporting of potential conflicts of interest.

What arrangements does Winthrop and Protecsure have in place to compensate clients for losses?

Winthrop and Protecsure have a professional indemnity insurance policy ("PI policy") in place which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001 (Cth).

The PI policy covers Winthrop and Protecsure for claims made against it as a result of its conduct, or conduct by its employees (or former employees) in the provision of financial services.

What should you do if you have a complaint?

Winthrop and Protecsure are committed to meeting and exceeding its client's reasonable expectations whenever possible and would like to know if your reasonable expectations haven't been met.

You are entitled to make a complaint about any aspect of your relationship with Protecsure including the conduct of Protecsure's agents and authorised representatives. Protecsure will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

Protecsure aim to comply with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission ('ASIC') guidelines.

The complaints process is also set out in the relevant Product Disclosure Statement.

Any complaint relating to this insurance may be referred to Protecsure in the first instance:

Email: complaints@protecsure.com.au

Phone: Ph. (02) 8251 6666

Mail: Level 4, 360 Kent Street, Sydney NSW 2000

If Protecsure do not make a decision within the period that it tells you Protecsure will respond, Protecsure will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with Protecsure's response, you can refer your complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within AFCA's jurisdiction.

AFCA's contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Phone: +61 1800 931 678

Postal Address: Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC. 3001.

For Protecsure's full complaints process please go to [Complaints and Disputes - Protecsure](#) or request a hard copy.

How can you instruct Protecsure?

You can contact Protecsure to give instructions by post, phone, or email on the contact number or details mentioned on page 1 of this FSG.

What information does Protecsure maintain in your file and how can you access it?

Protecsure are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. If you purchase one of our insurance products, Winthrop will collect information from you and pass this information to Protecsure. Protecsure will use the information to manage rights and obligations under the

insurance product and ongoing administration of the relevant insurance.

You can request details of the information Protecsure hold about *you* at any time.

Our privacy officer can be contacted on +61 2 8251 6666 or by writing to Protecsure's Privacy Officer at:

Postal Address: PO Box 1239, QVB, Sydney NSW 1230

Email: info@protecsure.com.au

For a full privacy collection statement, please refer to the PDS. To access Protecsure's privacy policy, please go to <https://www.protecsure.com.au/privacy-policy-statement/>.

If *you* wish to either examine *your* file or have a copy of this privacy policy sent to *you*, please ask Protecsure.

Protecsure will arrange for this to occur. Protecsure will retain this FSG and any other FSG given to *you* as well as any PDS that it gives or passes onto *you* for the period required by law.

More information

If *you* have any further questions about the financial services Winthrop or Protecsure provide, please contact Protecsure.

This FSG was prepared on the 1st September 2024

Education - Equipment Insurance Policy - Theft Only

Product Disclosure Statement (PDS)

Product Disclosure Statement 1st December 2021

This Product Disclosure Statement ("PDS") is designed to help *you* understand what *you* need to know about the Equipment Insurance Policy so that *you* can make an informed choice about whether to acquire this product. Full details of the insurance cover, the exclusions from cover, and the terms and conditions on which the insurance is provided, are set out in the Policy Wording attached to and forming part of this PDS.

This PDS was prepared on 1st December 2021

WHO ARRANGES AND INSURES THE POLICY?

The policy is arranged by Protecsure Pty Ltd (ABN 26 094 997 163, AFSL No 238815) ("Protecsure"), under a binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020 AFSL No 239687) ("Chubb"). In this PDS and Policy Wording "we", "us" "our" or "insurer" means Chubb Insurance Australia Limited and "you", "your" means the Insured named as the Insured on *your* Certificate of Insurance with respect to whom premium has been paid or agreed to be paid. Protecsure acts as the agent of Chubb, not as *your* agent. Please contact Protecsure if *you* have any questions about *your* policy.

ABOUT CHUBB IN AUSTRALIA

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au

WHAT THE POLICY INSURES

During the *Period of Insurance*, the policy insures against *Theft of, Accidental loss of, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* (including standard manufacturer-installed operating systems and accessories).

Cover applies within Australia or its Territories, or on journeys outside that area of not more than 28 consecutive days.

Please refer to the terms, conditions and exclusions of the insurance as outlined in the Policy Wording below.

COST OF THE INSURANCE

The cost of the insurance (premium) will be shown in the Tax Invoice.

It will depend on various factors including the type of *Equipment*, the value of the *Equipment*, geographic area, the amount of the *excess*, *your* claims history, and the term of the insurance. The premium also includes statutory charges such as *GST* and Stamp Duty.

EXCESS

You may be able to nominate the excess or Chubb will decide which excess will apply based on an assessment of the risk. *Your* excess will be stated on the Insurance Certificate and must be paid each time a claim is accepted and before the claim is finalised.

BENEFITS OF THE INSURANCE

Benefits of the insurance are contained within the "Insurer's Liability" and the "Insurer's Maximum Liability" sections of the Policy Wording.

COOLING OFF

You may cancel *your* insurance by contacting Protecsure within 21 days of *your* cover commencing and receive a full refund of the premium. *You* will not be eligible for a refund if a claim is paid due to an insured event arising during this cooling off period.

DUTY OF DISCLOSURE

Your Duty of Disclosure

Before *you* enter into an insurance contract, *you* have a duty to tell us anything that *you* know, or could reasonably be expected to know, may affect our decision to insure *you* and on what terms.

You have this duty until we agree to insure *you*.

You have the same duty before *you* renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure *you* for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive *your* duty to tell us about.

If you do not tell us something

If *you* do not tell us anything *you* are required to, we may cancel *your* contract or reduce the amount we will pay *you* if *you* make a claim, or both.

If *your* failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

GENERAL INSURANCE CODE OF PRACTICE

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.

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 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 Us using and disclosing 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 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 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.

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.

FINANCIAL CLAIMS SCHEME

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (**APRA**) and are subject to the prudential requirements of the *Insurance Act*.

The *Insurance Act* is designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

Because of this we are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the *Insurance Act*.

In the unlikely event that we were to become insolvent and were unable to meet our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
www.chubb.com/au

Policy Wording

AGREEMENT TO INSURE

In return for payment of the premium stated in the Tax Invoice, Chubb (the Insurer) will cover the *Equipment* on terms set out in this policy occurring during the *Period of Insurance*.

THEFT

Chubb will compensate *you* on the terms and conditions of this policy for *Theft*, *Accidental loss*, or *Accidental damage* only as a result of attempted *Theft* of the *Equipment*.

INSURER'S LIABILITY

Chubb may replace *Equipment* or in the case of *Accidental damage* only as a result of attempted *Theft*, may repair the *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 less the excess;
- The amount for which *you* have insured the *Equipment* (which will be shown on *your* Insurance Certificate) less the excess; or
- The cost of repairing the damaged *Equipment* less the excess. If the *Equipment* is repaired, Chubb will not pay more than the reasonable cost of repairing the damaged *Equipment*.

This Policy does not cover, and Chubb will not pay, *your* capacity as a debtor to make repayments under any credit contract.

In the event of *Total Loss* of the *Equipment* and:

- a) the *Sum Insured* for each item of *Equipment* as shown on *your* Insurance Certificate at the commencement of the *Period of Insurance* was equal to or greater than its replacement value when the *Equipment* was initially insured;
and;
- b) the cost of the *Replacement product* now exceeds the *Sum Insured* for that item as shown on *your* Insurance Certificate,
and;
- c) the *Equipment* is replaced;

Chubb will pay up to an additional 15% of the *Sum Insured* for that item as shown on *your* Insurance Certificate in replacing the stolen or damaged *Equipment* covered by this policy.

INSURER'S MAXIMUM LIABILITY

The most Chubb is liable to pay in meeting all claims under this policy is two times the Total *Sum Insured* of the *Equipment* stated on the Insurance Certificate less all excess.

REPLACEMENT EQUIPMENT

Where *Equipment* insured under this policy is replaced by *Equipment* of the same type and value then cover will be automatically provided for this replacement *Equipment* subject to:-

- Cover ceases for the *Equipment* being replaced from the date of purchase of the replacement *Equipment*;
- Chubb's liability is as per the *Sum Insured* of the *Equipment* being replaced less the excess;
- Cover does not apply to new items which are not replacing *Equipment* already insured by this policy;
- Details of the replacement *Equipment* are to be provided to Protecsure within 30 days of acquiring the replacement *Equipment*;
- All other terms and conditions of this policy.

EXCESS

You must pay Protecsure the excess stated on the Insurance Certificate each time a claim is accepted and before the claim is finalised.

SCHOOL USERS

The unattended theft exclusion for *Theft* while the *Equipment* is *Unattended* will not apply in the case of a school *User* while the *Equipment* is within the premises of a kindergarten, primary or secondary educational facility in Australia or its Territories and is being used in an activity organised and supervised by the school as part of its educational or sporting program.

PERIOD OF INSURANCE

Insurance cover applies for the period stated in the Insurance Certificate and Tax Invoice. Cover ceases when a cancellation event first occurs. No invitation to renew will be offered and this policy will lapse upon expiry.

CANCELLATION EVENTS

The following are cancellation events:

- 4pm (AEST) on the last day of the *Period of Insurance* stated in the Insurance Certificate;
- *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* has occurred resulting in Chubb becoming liable to pay Chubb's maximum liability. No refund of premium for any unexpired *Period of Insurance* is payable;
- You giving Protecsure written notice of cancellation; or
- Chubb cancels this insurance by exercising a right it may have under this policy or by law and gives at least 14 days written notice of cancellation posted to *your* last known address.

If you give notice of cancellation after a claim has been paid on this policy, there will be no refund of premium. If you give notice of cancellation and no claim has been paid, Protecsure may charge an administration fee.

Third party interest: Subject to the Insurance Contracts Act 1984, if Chubb has notice that a third party, such as a financier, has an interest in all or any item of the *Equipment*, Chubb may refuse to recognise and act on a notice of cancellation given by the insured unless the third party has consented in writing to the cancellation.

CLAIMS REQUIREMENTS

To be entitled to claim for *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment*:

- **Payment of premium:** Full payment of the premium as noted in the Tax Invoice must have been received by Protecsure.
- **Ownership:** You must be able to prove you are the owner of the *Equipment*.
- **Geographical Area:** the *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* must occur either within Australia and its Territories, or for mobile *Equipment* only, outside that area (subject to Economic and Trade Sanctions) during a return journey of not more than 28 consecutive days. Please contact Protecsure if you wish to extend this period beyond 28 days by payment of additional premium.
- **Notification:** You must notify Protecsure (by email: claims@protecsure.com.au) within 14 days or as soon as practicable upon becoming aware of the *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft*, occurring. *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* must also be promptly reported to the police and the report number given to Protecsure.
- **Co-operation:** You must provide Protecsure with all documents, information and assistance within *your* power to provide and reasonably required for Protecsure to be able to process the claim.
- **Effect of Cancellation notice:** A claim may not be made for *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* that occurs after you give notice of cancellation of this insurance.
- **Delivery to Repairer:** Damage as a result of attempted *Theft* of *Equipment* must be promptly delivered to the repairer nominated by Protecsure. Details of the supplier and their address will be provided by Protecsure in the event of a claim under this policy.
- **Exclusions:** An exclusion under this policy does not apply, and you must not have breached a term or condition of this policy.

EXCLUSIONS

Cover will not be available if the *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* occurs:

- After the *Period of Insurance* ends;
- Due to mysterious disappearance or shortage disclosed by taking inventory, or other unexplained disappearance;
- When the *Equipment* is being delivered to a repairer not authorised by Protecsure, or when someone is returning the *Equipment* to you from a repairer not authorised by Protecsure;
- On an aircraft, unless the *Equipment* accompanies you or the *User* as cabin baggage except where airport authorities or an airline as a condition of travel require the *Equipment*

to be placed in the hold of an aircraft; and the *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* is not recoverable from an airline;

- While the *Equipment* is made available to a person or entity other than you or:-
 - a. your immediate family member as long as *Equipment* is not being used for commercial purposes; or
 - b. a repairer authorised by Protecsure following any *Accidental damage* to *Equipment* covered by this *Policy*.

Unattended Theft Exclusion

- While the *Equipment* is *Unattended*, except where:
 - a. in a locked *Vehicle* and out of sight; or
 - b. in premises *Reasonably secured* from being accessible by an intruder or the public; or
 - c. the *Equipment* is unintentionally left on public transport; or
 - d. where cover is provided under the School Users section of this *Policy*.

Cover will not be available:

- For *Accidental damage* of any kind unless caused directly by *Theft* or attempted *Theft* of the *Equipment*;
- In the case of *Theft*, if the *Theft* or attempted *Theft* is caused by you or the *User*, or a family member of the *User*, a member of your family or your employee or if you or the *User* have assisted or condoned the *Theft* in any way;
- For *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* or any cost or expense directly or indirectly caused by, resulting from, or in connection with, any act of *Terrorism*, or from nuclear fallout, regardless, of any other cause or event contributing concurrently or in any other sequence to the loss;
- For *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* directly or indirectly caused by or contributed to, by, or arising from, ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials. For the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission;
- For loss of data, or loss of software that is not a standard manufacturer installed operating system, or for loss of extended warranty or other optional extras not included on the Insurance Certificate;
- For *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* or any cost or expense directly or indirectly caused by, resulting from, or in connection with war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
- For *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* resulting from confiscation, nationalization, requisition or damage to, property by, or under, the order of any Government or Public or Local Authority.
- For *Theft, Accidental loss, or Accidental damage* only as a result of attempted *Theft* of the *Equipment* whilst located underground, located at a petrochemical plant or located on any offshore oil and/or gas drilling and/or production rig;
- For consequential loss including but not limited to loss of revenue or profit, loss of use, hire costs for replacement *Equipment*, additional costs other than those necessary and reasonable to repair damaged *Equipment*; fine or penalties and loss due to delay.

FIRE

Loss of or damage of the *Equipment* by fire is not covered under this policy but may be covered for no additional charge under a Master Fire Policy underwritten by Chubb and can be viewed at [Master Fire Policy 2021](#).

Any claim under the Master Fire Policy incurs an excess of \$100 each and every item per claim.

SETTLEMENT OF CLAIMS

The following conditions apply to settlement of a claim, or series of claims, from any one event:

Excess: Is the amount *you* agree to pay Protecsure or Chubb for making a claim. Alternatively, Protecsure or Chubb may at their discretion request the excess is paid in full or reduce the value of the claim by deducting the excess sum from the settlement sum.

Settlement for Theft or Accidental loss: Chubb will pay for a *Replacement product* where a claim is accepted for *Theft* or *Accidental loss* of the *Equipment* and *you* pay the excess, unless Protecsure determines to settle the claim by a cash payment.

Settlement for Accidental damage only as a result of attempted Theft: Chubb will pay for repair of the *Equipment* by a repairer approved by Protecsure where a claim for *Accidental damage* only as a result of attempted *Theft* of the *Equipment* is accepted and *you* pay the excess.

Accidental damage only as a result of attempted Theft treated as Total Loss: Protecsure may determine to treat *Accidental damage* only as a result of attempted *Theft* of the *Equipment* as a *Total Loss* in which event Chubb will pay for a *Replacement product* less the excess unless Protecsure determines to settle the claim by a cash payment.

Cash payments: A cash payment in settlement of a claim will only be paid where replacement of *Equipment* would exceed the *Sum Insured* of the *Equipment* stated on the Insurance Certificate less the excess. The cash payment will be the lower of the *Sum Insured* or the cost of a *Replacement product*, less the excess.

Claims Contracting: In settling a claim, Chubb, or Protecsure as its agent, will contract with the supplier of its choice (unless otherwise agreed) for repair following *Accidental damage* only as a result of attempted *Theft* or replacement of the *Equipment*, entitling Chubb to the input tax credit on the supply.

GST: If *you* are registered or required to be registered for GST, a claim will be reduced by the amount of any input tax entitlement *you* would have received if *you* paid for the repair or replacement of the *Equipment*.

Salvage: Chubb has all salvage rights to replaced *Equipment* or parts.

GENERAL CONDITIONS

Jurisdiction: New South Wales law governs this contract and all proceedings must be commenced in that State.

Economic and Trade Sanctions: This insurance 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 Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national 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 but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Assignment: *Your* interest in this policy cannot be assigned. Chubb may assign its interest.

Subrogation: *You* must do all things reasonably required by Chubb or Protecsure so that Chubb will have the benefit of all rights of subrogation such as enforcing any right in *your* name. If Chubb makes any recovery as a result of such action, *you* may only recover from Chubb any amount by which the amount recovered by Chubb exceeds the amount paid to *you* or on *your* behalf in relation to the loss.

Notices: All notices to be given to Chubb may be given to Protecsure. Notices given by Chubb may be given by Protecsure. *You* should promptly notify Protecsure of a change of *your* address.

Responsibility for User: Unless *you* are an educational institution *you* are responsible for all acts and conduct of the *User*.

Reasonable care: *You* must take reasonable care to protect the *Equipment* from *Theft*.

Headings: Headings are not to be considered in interpretation of this contract.

DEFINITIONS

In this contract:

Accidental damage means physical damage only as a result of an attempted *Theft*.

Accidental loss is the physical loss of possession of the *Equipment*.

Business days are considered every official working day of the week and excludes public holidays (as established by law), Saturdays and Sundays

Equipment means the *equipment* described in the Insurance Certificate, and replacement *equipment* as allowed for under the Replacement Equipment section of this policy. *Equipment* includes standard manufacturer installed operating systems and identified accessories.

GST means Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999.

Period of Insurance means the period Insurance cover applies for the period stated in the Insurance Certificate.

Reasonably secured means taking precautions to secure the *Equipment* so it is not accessible by the public or an intruder.

Replacement product means a product, which may be a new or remanufactured item, having similar capability, functionality and appearance as the item of *Equipment* being replaced prior to its *Theft* or loss.

Sum Insured means the amount *you* have insured *your equipment* as shown in *your* Insurance Certificate.

Terrorism has its generally accepted meaning, and includes, but is not limited to, war, hostilities, invasion, the use of force or violence on, or the threat of force or violence to, a person or group or class of persons, or to property, by one or more persons claiming to be connected with any group, organisation or government, or to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

Theft means the unlawful taking and carrying away of property, or attempted threat, with intent to permanently deprive *you* of such property and includes theft of *Equipment* when left on public transport or theft of *Equipment*.

Theft does not include cover for theft of *Equipment* when *Equipment* is *Unattended* other than:

- in a locked *Vehicle* and out of sight; or
- in premises *Reasonably secured* from being accessible by an intruder or the public; or
- while the *Equipment* is within the premises of a kindergarten, primary or secondary educational facility in Australia or its Territories and is being used in an activity organised and supervised by the school as part of its educational or sporting program.

Total Loss means the *Equipment* has been accidentally damaged only as a result of attempted *Theft* and is beyond economical repair or has been the subject of *Theft* or *Accidental loss*.

Unattended means the *Equipment* is left unaccompanied or unsupervised.

User means a person or persons who with *your* approval will be a primary *User* of the *Equipment*.

You or your refers to the insured named in the Insurance Certificate and Tax Invoice.

Vehicle means a motor car, van, or truck duly registered in Australia for use on public roads.