



Grange Insurance Solutions Pty Ltd

ABN 16 115 775 141

AFSL 292523

Trading as Grange Insurance Solutions

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CERTIFICATE OF CURRENCY

From: Don Leadbetter & Ray Thompson

We hereby confirm that we have arranged the insurance cover mentioned below:

Gastech Australia Pty Ltd
24 Baretta Road
WANGARA WA 6065

Date: 12/09/2018

Our Reference: GASTECH

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Class of Policy: Professional Indemnity

Insurer: Underwritten by Certain Underwriters at Lloyd's
London, UK

ABN:

The Insured: Gastech Australia Pty Ltd, Copas Industrial
Instruments Pty Ltd & Patrici Management Pty Ltd

Policy No: 595/XL4494014024

Invoice No: 95577

Period of Cover:

From 1/10/2018

to 1/10/2019 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Grange Insurance Solutions confirm that this Certificate of Currency/Insurance is valid as at the date of issue. Policy coverage is subject to acceptance of a fully completed Proposal/Declaration by the Insurer and payment of total premium.

Schedule of Insurance

Class of Policy:	Professional Indemnity	Policy No:	595/XL4494014024
The Insured:	Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd & Patrici Management Pty Ltd	Invoice No:	95577
		Our Ref:	GASTECH

This policy has been placed with

Sterling Insurance Pty Ltd
ABN 12 084 296 168
33 Berry St, North Sydney, NSW

Sterling Insurance Pty Ltd is underwritten by

Underwritten by Certain Underwriters at Lloyd's
London, UK

Professional Indemnity Insurance

The Insured	Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd and Patrici Management Pty Ltd
Insured's Business	Design and manufacture of gas detection systems, and as described in proposal form dated 8th September 2017
Limits of Indemnity	AUD10,000,000 any one claim and in the aggregate during the Period of Insurance plus One Reinstatement/s, Inclusive of cost and expenses.
Excess	AUD5,000 Each and every claim costs and expenses inclusive
Policy Wording	Miscellaneous
Retroactive Date	Unlimited, excluding known claims and circumstances
Insurer	100% underwritten by certain underwriters Lloyd's
Territorial Limits	Worldwide Excluding USA/Canada
Jurisdictional Limits	Worldwide Excluding USA/Canada
Choice of Law & Jurisdiction	Australia
Claims	As declared

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The Insured:	Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd & Patrici Management Pty Ltd	Invoice No:	95577
		Our Ref:	GASTECH

Conditions As per wording

Endorsements **Lloyd's Australian Disputes Resolution Clause - LSW1145**

In the event that a dispute arises between Underwriters and the Insured/Reinsured out of or otherwise in relation to this agreement, then:

- (a) Any party to the dispute shall, without prejudice to any other right or entitlement they may have, give written notice to the other party (the "Dispute Notice") requiring them within 7 days of this notice to negotiate (whether in a face to face meeting or by teleconference) in good faith as to how the dispute can be resolved;
- (b) If a dispute is not resolved within 10 days of the Dispute Notice, either party can request the other party within a further 10 days to agree on either:
1. a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or any other alternative dispute resolution technique.

The rules governing any such technique shall be agreed as between the parties and where no such agreement as to the process and or guidelines is reached within 10 days, then it shall be by mediation by a mediator selected by the Chairperson for the time being of Lawyers Engaged in Alternative Dispute Resolution (LEADR) (or other appropriate professional body as agreed by the parties); or

2. referral of the matters in dispute to an independent expert for an expert determination. The parties agree that they will not be bound by the determination of the expert. The expert:
 - (a) will be a person agreed between the parties within 10 days of the dispute being referred to expert determination or failing this, the expert will be a person appointed by the Australian Insurance Law Institute (or other appropriate professional body as agreed by the parties);
 - (b) will act as an expert and not as an arbitrator;
 - (c) will proceed in such a manner as he or she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - (d) will take into consideration all documents, information and other written and oral material that the parties place before him or her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute; and
 - (e) will act with expedition to provide the parties with a determination in writing within 35 days of the referral to him or her of the matters in dispute.

Both parties must use their best endeavours to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

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The Insured:	Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd & Patrici Management Pty Ltd	Invoice No:	95577
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In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

(c) Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 9
1 O'Connell Street
Sydney
NSW 2000
Australia

who has authority to accept service and to appear on Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

(d) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.

(e) Each party must use its reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimal effect on the ability of either party to perform its obligations under the Policy.

(f) Notwithstanding anything in this schedule, either party may at any time commence Court proceedings in relation to any dispute or claim arising under, or in connection with the Policy where the party seeks urgent interlocutory relief.

LSW1145

Sanctions Limitation and Exclusion

The following additional Exclusion is added to this Policy:

Underwriters shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Commonwealth of Australia, United Kingdom or United States of America. Nothing contained in this Clause shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.