



# Grange Insurance Solutions Pty Ltd

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Trading as Grange Insurance Solutions

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**Attention:** BC Shah  
**Company:** Gastech Australia Pty Ltd  
**Email:** BC.Shah@gastech.com.au  
**From:** Nicole Bishop

## CERTIFICATE OF CURRENCY

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

Gastech Australia Pty Ltd  
24 Baretta Road  
WANGARA WA 6065

**Date:** 6/10/2022

**Our Reference:** GASTECH

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**Class of Policy:** Professional Indemnity Excess of Loss  
**Insurer:** Underwritten by Certain Underwriters at Lloyd's  
London, UK  
ABN:  
**The Insured:** Gastech Australia Pty Ltd

**Policy No:** 19090115  
**Invoice No:** 135562  
**Period of Cover:**  
From 1/10/2022  
to 1/10/2023 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

<b>Class of Policy:</b>	Professional Indemnity Excess of Loss	<b>Policy No:</b>	19090115
<b>The Insured:</b>	Gastech Australia Pty Ltd	<b>Invoice No:</b>	135562
		<b>Our Ref:</b>	GASTECH

This policy has been placed through

Sterling Insurance Pty Ltd  
ABN 12 084 296 168  
100 Arthur St, North Sydney, NSW

Sterling Insurance Pty Ltd is an underwriting agency who has placed the policy with

Underwritten by Certain Underwriters at Lloyd's  
London, UK

### Professional Indemnity Insurance

<b>The Insured</b>	Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd and Patrici Management Pty Ltd
<b>Insured's Business</b>	Design and manufacture of gas detection systems, and as described in proposal form dated 29/08/2022.
<b>Limits of Indemnity</b>	<b>AUD 5,000,000</b> any one claim and in the aggregate during the Period of Insurance plus One Reinstatement, Inclusive of costs and expenses.
<b>Excess</b>	<b>AUD 5,000,000</b> Each and every claim costs and expenses inclusive
<b>Policy Wording</b>	LSW 055 Follow Form
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances
<b>Insurer</b>	100% underwritten by certain underwriters Lloyd's
<b>Territorial Limits</b>	Worldwide Excluding USA/Canada
<b>Jurisdictional Limits</b>	Worldwide Excluding USA/Canada
<b>Choice of Law &amp; Jurisdiction</b>	The Commonwealth of Australia
<b>Claims Conditions</b>	As declared As per wording

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**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;

In the event that the dispute is not resolved by such informal process within 35 days of the

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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 (Amended)**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that insurer 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.

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LMA 3100 Amended

### Communicable Disease Exclusion

Notwithstanding anything to the contrary herein, this Policy does not convey any loss directly or indirectly arising out of, contributed to by, or resulting from a Communicable Disease and/or any directly or indirectly related condition of threat or fear thereof (whether perceived or actual).

Communicable Disease shall mean any infectious disease that is contagious and that can be transmitted either directly or indirectly from one source to another by an infectious agent or its toxins.

### Cyber Exclusion and Data Exclusion LMA 5531

1. This Policy excludes any actual or alleged loss, damage, liability, claim, fine, penalty, cost (including, but not limited to, defence cost and mitigation cost) or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 1.1 a Cyber Incident, unless subject to the provisions of paragraph 3;
  - 1.2 a Cyber Act; or
  - 1.3 a breach of Data Protection Law by the Insured, or parties acting for the Insured, involving access to, processing of, use of or operation of any Computer System or Data, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.
2. Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by the Insured in this Policy shall not apply to Data.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, sub-paragraph 1.1 shall not apply to any otherwise covered claim arising out of any actual or alleged breach of Professional Duty by the Insured involving access to, processing of, use of or operation of any Computer System or Data unless such actual or alleged breach of Professional Duty by the Insured is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act.

### Definitions

4. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 5 Cyber Incident means:
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

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- 6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 7 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 8 Data Protection Law means all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

LMA5531