

Grange Insurance Solutions Pty Ltd
ABN 16 115 775 141
AFSL 292523

ABN 16 115 775 141 Trading as Grange Insurance Solutions Level 1 Suite 5

375 Charles Street NORTH PERTH WA 6006 PO Box 624 MT HAWTHORN WA 6915 **Tel:** (08) 9201 8000 Fax: (08) 9201 8077

Email: info@grangeinsurance.com.au

Attention: BC Shah

**Company:** Gastech Australia Pty Ltd bcshah@gastech.com.au

From: Don Leadbetter

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

Gastech Australia Pty Ltd 24 Baretta Road WANGARA WA 6065 CERTIFICATE OF CURRENCY

Date: 22/09/2021
Our Reference: GASTECH

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Class of Policy: Public and Products Liability

Insurer: Chubb Insurance Australia Limited

44 St George's Tce, Perth

ABN: 23 001 642 020

The Insured: Gastech Australia Pty Ltd & Others As Detailed

Policy No: GL000001 Invoice No: 125589 Period of Cover:

From 1/10/2021

to 1/10/2022 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
$\overline{\mathbf{A}}$	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
$\overline{\mathbf{A}}$	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.

Class of Policy: The Insured:

Public and Products Liability

Gastech Australia Pty Ltd & Others As Detailed

Policy No: GL000001 Invoice No: 125589 Our Ref: GASTECH

# **Public and Products Broadform Liability Insurance**

The Insured

Gastech Australia Pty Ltd, Copas Industrial Instruments Pty Ltd,

Patrici Management Pty Ltd and

AVTCT Pty Ltd (ACN 617 819 155) as Lessor and Interested Party regarding Situation at Unit 21, 25 Narabang Way, Belrose, NSW

The Principal for their respective

rights and interests

Murrin Murrin Operations Pty Ltd (Minara Resources Ltd) as Principal including Cross Liability and Waiver of Subrogation as per Clause 16.1(a) in respect of work performed by The Insured.

**Business Description** 

Manufacturer (Assembly), Sales & Service of fixed gas detectors, portable gas detectors, flame detectors, gas monitors, detectors tubes, multi gas detection systems gas emission analysers.

Policy Wording Applicable

Chubb Broadform Liability Insurance Policy Wording Chubb\_BF\_AU1502

**Scope of Cover** 

The Insured's legal liability to pay for compensation in respect of:-

- \* Bodily injury (which expression includes death and illness).
- \* Damage to property (which expression includes loss of property)

Arising out of or in connection with the Insured's business.

**Limit of Liability** 

- 2.11 (a) AUD 20,000,000 any one Occurrence (Public Liability)
- 2.11 (b) AUD 20,000,000 in the aggregate in respect of the Insured's Products (Product Liability)

**Deductibles** 

AUD 1,000 each and every Occurrence except for

- \* AUD 1,000 each and every Occurrence in respect of Section 4.5 (d) (ii) (Property in the Insured's Care, Custody or Control)
- AUD 10,000 each and every Occurrence in respect of Personal Injury to contractors, subcontractors and labour hire personnel or employee of any contractor or subcontractor of the Insured

If more than one **Deductible** is applicable the greater **Deductible** amount will apply.

**Sub Limit** 

AUD 250,000 each and every Occurrence in respect of Section 4.5(d) (ii)

(Care, custody and control)

Public and Products Liability Class of Policy:

Gastech Australia Pty Ltd & Others As Detailed 125589 The Insured: Invoice No:

Our Ref: **GASTECH** 

Policy No:

GL000001

#### **Endorsements**

#### **Australian Standards Endorsement**

By way of endorsement to the Policy, the parties agree as follows (subject to all other terms, conditions, Limits of Liability and exclusions of the Policy):

# **Australian Standards Compliance Endorsement**

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the importation, manufacture, sale, distribution and/or use of any of the Insured's Products which do not comply with current applicable Australian Standards.

In all other respects this **Policy** remains unaltered.

#### **Cyber and Data Breach Exclusion**

By way of endorsement to the Policy, the parties agree as follows (subject to all other terms, conditions, Limits of Liability and exclusions of the Policy):

The following additional Exclusion is added to the Policy.

#### **Cyber and Data Risk Exclusion**

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

#### **Data Risk**

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

#### Cyber

- i. unauthorised access (including access by Malware) to;
- ii. the presence of Malware on;
- iii. the spread of Malware by;
- iv. the unauthorised use of;
- v. the malicious use of; or
- vi. malicious interference with (including, but not limited to, a distributed denial of service attack against);

#### any Computer System:

- a) owned, operated, controlled, leased or used by or on behalf of the Insured; or
- b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured**

For the purposes of this exclusion only:

# **Computer System** means

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated Class of Policy: Public and Products Liability

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input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

#### **Data** means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

#### Malware means

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

In all other respects this **Policy** remains unaltered.

# **Efficacy Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

#### **Efficacy Exclusion**

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any failure of any **Product** to fulfil a particular purpose or intended function or meet a particular level of performance, where the **Insured** has expressly or impliedly warranted or represented that the **Product** will fulfil such purpose or function (including, but not limited to, purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding **Personal Injury** or **Property Damage**) or meet such level of performance.

In all other respects this **Policy** remains unaltered.

# **Professional Indemnity (Total) Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

#### **Professional Indemnity (Total) Exclusion**

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the rendering of or failure to render professional advice or service by the **Insured** or any error or failure to act connected with the rendering of or failure to render professional advice or service by the **Insured**.

# Schedule of Insurance

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Class of Policy: Public and Products Liability

The Insured: Gastech Australia Pty Ltd & Others As Detailed Invoice No: 1

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In all other respects this **Policy** remains unaltered.

# **Welding and Hotworks Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

# **Welding and Hot Works Exclusion**

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any electric, oxy-acetylene, laser or similar welding or cutting and spark producing equipment and allied processes by or on behalf of the **Insured** unless such activity was conducted in strict compliance with the following relevant Australian Standards:

- Australian Standards 1674.1 1997 Safety in welding and allied processes Fire precautions
  or:
- Australian Standards 1674.2 2007 / Amdt 1 2011 Safety in welding and allied processes Electrical or;
- Australian Standards / New Zealand IEC 60825.1:2011, or;
- Australian Standards / New Zealand Standards 2211 series

In all other respects this **Policy** remains unaltered.