### **SUMMARY OF DISCRETIONARY TRUST ARRANGEMENT / SCHEDULE**

The DT Arrangement is a Managed Investment Scheme made up of - two parts:

- The Scheme Cover; and
- The Insurance Cover.

The DT Arrangement is not insurance because the Scheme Cover involves the Trustee's absolute discretion whether or not to pay a Claim and how much to pay. The Trustee's discretion in determining claims under the Scheme Cover is guided by the Scheme Rules and the Insurance Cover as outlined in the relevant PDS or Policy Wording. The Insurance Cover in the DT Arrangement is held by the Trustee, JLT Group Services Pty Ltd, on trust for the members. The members are not direct insureds under the Insurance Cover. A summary of the Insurance Cover is provided below. Any Claim not met by the Scheme Cover and/or the Insurance Cover will be borne by the Claimant.

### **MEMBER NAME**

Domino's Pizza Enterprises Limited, Domino's Home Delivery Pty Ltd, Domino's Pizza Inc., Silvios Dial A Pizza Pty Ltd, Various Franchisee & Licensees

and

- a) subsidiary companies, organisations and other associated companies as defined under Section 50AAA of the Corporations Act 2001 (Commonwealth); and
- b) social and sports clubs (including the committees and officers from time to time of unincorporated bodies) and the trustees of the Insured's superannuation and pension funds and welfare organisations; and
- c) all organisations and other entities to whom (whether mortgagees, lessors, joint ventures or other parties with a legal or equitable interest in the Property Insured) the named Insured has a responsibility to maintain insurance;
- d) persons or entities who have entered into a franchise agreement with Domino's Pizza Enterprises Limited and in respect of whom Domino's Pizza Enterprises Limited has a responsibility to maintain insurance under the franchise agreement, and who remain a franchisee at the time of the event giving rise to a claim under the Policy ("Franchisees");

And/or subsidiaries and/or related corporations as defined under the Corporations Act 2001 (Cth).

# MEMBERS DEDUCTIBLE OR EXCESS:

The individual Members Deductible only needs to be satisfied once for each Claim as per Excess(es) noted below in Summary of Insurance Cover. This means that if the Individual Members Deductible in

respect to a claim has already been paid or completed under the Scheme Cover, it will not apply again under the Insurance Cover.

### **SUMMARY OF INSURANCE COVER**

INSURED JLT Group Services ATF Domino's Pizza Discretionary Trust

OTHER INSURED Subject to confirmation of entitlement by the trustee, each member

of the Domino's Pizza Discretionary Trust and/or subsidiary and/or related corporations as defined under the Corporations Act 2001

(Cth)."

**BUSINESS** Principally Pizza Sales and Delivery, Sale of Food Processing

Equipment including Property Owners/Occupiers and any other

incidental occupations.

**SITUATION** Anywhere in Australia as specified in the schedule of values and

elsewhere in Australia where the Insured carries on business, has

goods or other property stored or being processed.

GOVERNING LAW OF CONTRACT

Australian

**PERIOD OF INSURANCE** From: 30 June 2023 at 4 PM Local Time (QLD).

To: 30 June 2024 at 4 PM Local Time (QLD).

SCOPE OF COVER Section 1 – Insured risks of physical loss, destruction or damage to

property not specifically excluded in the policy wording; and Section 2 – Resultant Consequential Loss (Business Interruption)

DECLARED VALUES IN ACCORDANCE WITH THE BASIS OF SETTLEMENT Section 1

All Property Insured \$484,349,476

Section 2

Gross Profit including wages at 50% \$378,688,640 **TOTAL \$863,038,116** 

INTEREST INSURED Section 1 - Material Loss or Damage

All real and personal property of every kind and description (except as specifically excluded) belonging to the Insured or for which the Insured is responsible or has assumed responsibility prior to the occurrence of any damage, including all such property in which the Insured may acquire an insurable interest during the Period of Insurance.

### Section 2 - Consequential Loss

Item 1 Gross Profit

Item 2 Claims Preparation and Proving Costs

Item 3 Payroll (As Defined)

Item 4 Additional Expenditure/Additional Increased Cost of Working

### LIMIT(S) OF LIABILITY

The amounts set out hereunder represent the Insurer(s) maximum Limit(s) of Liability any one claim or series of claims arising out of any one event at any one situation subject to any lesser Limit(s) of Liability specified elsewhere in this Policy, but the Limit(s) or any lesser Limit(s) of Liability shall only be applied in excess of the relevant deductible/excess.

Sections 1 and 2 Combined:

\$2,500,000

**#**400 000

### SUB-LIMIT(S) OF LIABILITY

The liability of the Insurer(s) shall be further limited in respect of any one claim or series of claims arising out of any one event at any one situation as set out hereunder subject to the following conditions:

- 1. Such Sub-Limit(s) shall apply cumulatively to any one event at any one situation.
- 2. The Sub-Limit(s) shall only apply to any direct loss or damage to the Property Insured and shall not include any subsequent, consequential or indirect losses which may result therefrom.
- It is understood and agreed that such Sub-Limit(s) shall not increase the liability of the Insurer(s) beyond the Limit(s) of Liability expressed above.

### Section 1 - Material Loss or Damage

Accidental Damage (loss or damage caused other than from fire, lightning, thunderbolt, explosion, implosion, smoke and/or steam, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial devices and/or articles dropped therefrom, sonic boom, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or locked-out workers or of persons taking part in labour disturbances or of malicious persons or the acts of any lawfully constituted authority in connection with the foregoing acts or in connection with any conflagration or other catastrophe, storm and/or tempest and/or flood (as defined in the policy) and/or rainwater and/or wind and/or hail, water or other liquids or substances discharged, overflowing or leaking from apparatus, appliances, pipes or any other system at the premises or elsewhere or any other peril specifically described, insured or excluded by this Policy)

	\$100,000
Burglary and/or Theft (other than Money, Ram Raid & Motorised Push Bikes)	\$100,000
Theft in the Open Air (other than Money, Ram Raid &	,
Motorised Push Bikes)	\$10,000
Theft of Money (including whilst in transit)	\$50,000
Removal of Debris	\$50,000
Extra Costs of Reinstatement - provision (v) only	\$50,000
Additional Extra Cost of Reinstatement	\$50,000

Clothing and tools of trade belonging to directors and enthe Insured, whilst on the Premises \$2,00 Personal Property of Social/Sporting clubs (limit per club Expediting Costs Landscaping Undamaged/Peripheral Equipment Statutory Inquiries Liability to Make Enquiries Clean Up Authority Costs Minimising Losses Costs of clearing blocked drains, pipes, filters and pump Exploratory Costs Art Works & Curios Property in the Open Air Motorised Push Bikes (Excludes cover for theft without visible forcible and violent entry	0 per person \$2,000 \$100,000 \$100,000 \$50,000 \$20,000 \$20,000 \$20,000
Section 2 - Consequential Loss Gross Profit (Item 1) Professional Fees (Item 2) Payroll (Item 3) Increase in Cost of Working (Item 4)	As declared \$100,000 As declared \$100,000
Public Utilities Extension Prevention of Access Unspecified Customers & Suppliers	\$100,000 \$100,000
(Australia & New Zealand only) Subject to a further limit for all claims from all stores in any one policy period	\$100,000 \$1,000,000
Section 1 and 2 Combined Flood (any one location any one event) Flood (Lismore) Fidelity Guarantee - limit any one store / person Machinery Breakdown Spoilage of Goods in a Cold Storage Electronic Breakdown Acquired Companies New Property Acquisitions Ram Raid Pressure Vessel Explosion	\$500,000 Not Insured \$20,000 \$20,000 \$20,000 \$2,000,000 \$2,000,000 \$500,000 \$20,000

## UNINSURED WORKING EXPENSES

Those working expenses that reduce as a consequence of the reduction in Turnover but only to the extent that such working expenses are in fact reduced.

Payroll
Cost of Sales – Food & Paper
Delivery Costs, Superannuation, Workers Compensation
Gas & Royalties
Ad Fund & National Production Fund

### MAXIMUM INDEMNITY PERIOD

12 months

3 months - Public Utilities

3 months - Prevention of Access

### NON-RANKING DEDUCTIBLE OR EXCESSES (PER LOSS, PER LOCATION BASIS)

The Insured shall bear the following amount(s) in respect of each loss or series of losses arising out of any one event.

Earthquake, Subterranean Fire or Volcanic Eruption

- a) \$20,000 or
- b) an amount equal to 1% of the total declared values at the situation where the damage occurs whichever is the lesser.

### Consequential Loss:

a)	Public Utilities	48 hours
b)	Prevention of Access	48 hours

Machinery Breakdown	\$5,000
Glass (all stores)	\$1,000

Named Cyclone above the 26<sup>th</sup> Parallel (any one store) \$5,000Flood (any one Store) \$20,000 Motorised Push Bikes \$400 All other losses not defined:Franchisee/Licensee Stores \$1,500 Corporate Stores \$3,000

### Section 2: Consequential Loss

Public Utilities 48 Hours

Premises in the Vicinity (Prevention of Access) 48 Hours
Unspecified Suppliers' and/or Customers' Premises 48
HoursShould more than one Non-ranking Deductible for Section 1
appear under this Policy per Insured Premises in respect of each
loss or series of losses arising out of any one event, such
deductibles shall not be aggregated - the deductible with the highest
monetary value only shall apply.

The Limit of Liability and Sub-limits of Liability apply in excess of any applicable Deductible.

### AGGREGATE DEDUCTIBLE

\$1,600,000

The Non-ranking Deductibles shown in the schedule will be applied to all insured losses and the net amount of those losses will eroded the Aggregate Deductible Fund.

\$400,000 is the maximum contribution per event towards the Aggregate Deductible.

### **POLICY WORDING AND CONDITIONS**

ISR Mark IV Modified with the following Chubb specific endorsements and other Product endorsements as agreed:

- Chubb Terrorism Endorsement;
- Chubb LMA5400 Property Cyber and Data Exclusion; Chubb Electronic Equipment and/or Device Endorsement;
- Chubb Transmission & Distribution Lines Endorsement;
- Chubb Amount of Policy Not Reduced By Loss Endorsement
- Chubb Event Memorandum Endorsement
- Chubb Communicable Disease Exclusion
- Chubb Aggregation Endorsement
- **Chubb Sanctions Endorsement**
- Chubb Blockchain-Based Digital Assets Exclusion
- Chubb Unoccupied Buildings Endorsement
- Chubb Perils Exclusion 1
- Chubb Perils Exclusion 2
- **Chubb Definitions Endorsement**

**INSURER**Chubb Insurance Australia Limited

PROPORTION 100% **POLICY NUMBER** 04FX015663

**REMARKS** 

Please refer to your policy document for details of Terms, Conditions and Exclusions.