

SUPREME COURT OF QUEENSLAND

CITATION: *PBR Properties Pty Ltd v Chubb Insurance Australia Limited*
[2026] QSC 47

PARTIES: **PBR PROPERTIES PTY LTD**
ABN 35 161 404 119
(third applicant)
v
CHUBB INSURANCE AUSTRALIA LIMITED
ACN 001 642 020
(respondent)

FILE NO: BS 10850 of 2018

DIVISION: Trial Division

PROCEEDING: Hearing

ORIGINATING COURT: Supreme Court at Brisbane

DELIVERED ON: 13 March 2026

DELIVERED AT: Brisbane

HEARING DATE: 19 August 2024, 20 August 2024, 21 August 2024,
22 August 2024, 23 August 2024, 26 August 2024, 27 August
2024, 28 August 2024, 29 August 2024, 30 August 2024,
18 September 2024

JUDGE: Sullivan J

ORDER: **1. The third applicant's claim is dismissed.**
2. The respondent's counterclaim is dismissed.

CATCHWORDS: INSURANCE – PROPERTY AND PECUNIARY LOSS
INSURANCE – FIRE INSURANCE – CLAIMS –
FRAUDULENT CLAIMS – where the applicant lodged an
insurance claim for property loss occasioned by a fire under a
policy of insurance with the respondent – where the claim
was denied by the respondent – where the denial of the claim
was based on an allegation that the fire was deliberately lit –
whether the fire was deliberately lit – whether the insurance
claim was excluded under the policy of insurance – whether
the insurance claim was made fraudulently

EVIDENCE – PROOF – STANDARD OF PROOF –
STANDARD OF SATISFACTION – PROBATIVE VALUE
– CIRCUMSTANTIAL EVIDENCE – where the applicant
lodged an insurance claim following a fire at a residential
property – where it was not possible from the remaining
physical evidence to identify what had been the cause of the
fire and exactly where the fire had ignited – where the

damage caused by the fire was so extensive that it was not possible to identify through physical examination and testing whether the fire had been deliberately lit – where circumstantial evidence was sought to be relied upon to establish criminal conduct – whether, applying the *Briginshaw* principle, it is open to the Court to be reasonably satisfied that on the balance of probabilities the fire was deliberately lit

Bradshaw v McEwans Pty Ltd (1951) 217 ALR 1
Briginshaw v Briginshaw (1938) 60 CLR 336
Cassa Bedding Pty Ltd v Insurance Australia Limited [2022] QSC 1
Chamberlain v R (No 2) (1984) 153 CLR 521
De Gruchy v The Queen (2002) 211 CLR 85
Neat Holdings Pty Ltd v Karajan Holdings Pty Ltd (1992) 67 ALJR 170
NRMA Insurance Limited v Collier & Anor (1997) 9 ANZ Insurance Cases 61-337
Palmer v Dolman [2005] NSWCA 361
Plomp v The Queen [1964] Qd R 170
R v Ball [1911] AC 47
Richard Evans & Co Ltd v Astley [(1911) AC 674
Transport Industries Insurance Co Ltd v Longmuir [1997] 1 VR 125
Trimboli & Ors v Royal Insurance Australia Limited (1983) 2 ANZ Ins Cas 60-500
Worth v HDI Global Speciality SE (2021) 393 ALR 93

COUNSEL: B O'Donnell KC, with S McCarthy, for the applicant
 S Couper KC, with J Simpkins, for the respondent

SOLICITORS: Allens for the applicant
 HWL Ebsworth for the respondent

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