

# LLOYD'S CERTIFICATE OF INSURANCE

effected through

ASR Underwriting Agencies Pty Ltd  
P.O. Box 491  
Beenleigh Qld 4207

(hereinafter called the Coverholder)

**THIS CERTIFICATE OF INSURANCE** confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact the Coverholder or your broker. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

## SCHEDULE

**Policy Class:** PROFESSIONAL INDEMNITY

**The Insured:** SWIMSAFE

<b>Premium payable by the Insured:</b>	<b>Base Premium:</b>	\$440.00
	<b>U/W Levy:</b>	\$0.00
	<b>GST:</b>	\$44.00
	<b>Stamp Duty:</b>	\$43.56
	<b>Fee (Incl Survey if applicable):</b>	\$25.00
	<b>Fee (Incl Survey) GST:</b>	\$2.50
	<b>Total Amount Payable:</b>	\$555.06

**Period of Insurance:** From: 14/08/23 To: 14/08/24  
both days at 4pm Local Time

**Certificate Number:** ARPI7929/ASR

## Renewal SCHEDULE

INSURED: LAWRENCE ZILIOOTTO T/AS SWMSAFE

BUSINESS LOCATION: 36 HAKEA AVE, MALENY QLD 4552

CERTIFIERS: LAWRENCE ZILIOOTTO

OCCUPATION: PROFESSIONAL ACTIVITIES OF SWIMMING POOL FENCE INSPECTIONS  
INCLUDING POOL SAFETY INSPECTIONS.  
**EXCLUDES POOL CLEANING & MAINTENANCE**

UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT  
NUMBER ASRPB2022  
UNIQUE MARKET REFERENCE NUMBER: B1670ASRPB2022

NOTE THAT IN EFFECTING THIS CONTRACT WE ARE ACTING UNDER THE AUTHORITY  
GIVEN TO US BY CERTAIN UNDERWRITERS AT LLOYD'S AND ARE ACTING AS AN  
AGENT FOR THE INSURER AND NOT THE INSURED.

### COVERAGE

LIMIT OF INDEMNITY: \$1,000,000 ANY ONE CLAIM &  
\$2,000,000 IN THE AGGREGATE  
INCLUDING COSTS & EXPENSES  
(BODILY INJURY LIMITED TO \$1,000,000 ANY ONE  
CLAIM & \$2,000,000 IN THE AGGREGATE)

EXCESS: \$1,000 EACH & EVERY CLAIM  
(INCLUSIVE OF COSTS & EXPENSES)

RETROACTIVE DATE: 14.8.2021

WORDING: SWIM POOL INSPECTORS PI WORDING VERSION 01/11/2018

### CONDITIONS OF COVER

- 1) INCIDENT REPORTING PROCEDURES TO BE IMPLEMENTED WITHIN ONE  
WEEK OF INCEPTION INCLUDING PROCEDURES TO INFORM INSURERS OF ALL  
INCIDENTS WITHIN SEVEN DAYS ONCE FIRST NOTIFIED
- 2) REMITTANCE MUST BE RECEIVED IN OUR OFFICE WITHIN THIRTY (30) DAYS OF  
RENEWAL OF COVER..

### ENDORSEMENT ATTACHING TO AND FORMING PART OF POLICY

#### SANCTION LIMITATION AND EXCLUSION CLAUSE

NO (RE)INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO (RE)INSURER SHALL  
BE LIABLE TO PAY ANY CLAIM OR PROVIDE ANY BENEFIT HEREUNDER TO THE EXTENT  
THAT THE PROVISION OF SUCH COVER, PAYMENT OF SUCH CLAIM OR PROVISION OF  
SUCH BENEFIT WOULD EXPOSE THAT (RE)INSURER TO ANY SANCTION, PROHIBITION  
OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS OR THE TRADE OR ECONOMIC  
SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM OR  
UNITED STATES OF AMERICA.  
LMA3100

#### FRAUDULENT CLAIMS CLAUSE (AUSTRALIA)

IF ANY CLAIM BE IN ANY RESPECT FRAUDULENT OR IF ANY FRAUDULENT MEANS OR  
DEVICES BE USED BY THE ASSURED OR ANYONE ACTING ON THE ASSURED'S BEHALF  
TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY LOSS HEREUNDER BE  
OCCASIONED BY THE WILFUL ACT OR WITH THE CONNIVANCE OF THE ASSURED, THE  
UNDERWRITERS, WITHOUT PREJUDICE TO ANY OTHER RIGHT(S) THEY MIGHT HAVE  
UNDER THIS POLICY, SHALL BE ENTITLED TO REFUSE TO PAY SUCH CLAIM.  
09/97 LSW969A

#### CYBER LIMITED EXCLUSION AND DATA EXCLUSION

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.
- 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 REENACTED FROM TIME TO TIME).

LMA5531

17 DECEMBER 2020

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact ASR Underwriting Agencies Pty Ltd in the first instance:

Complaints Officer  
ASR Underwriting Agencies Pty Ltd  
Email: [complaints@asruw.com.au](mailto:complaints@asruw.com.au)  
Telephone: (07) 3442 3333  
PO Box 491 Beenleigh QLD 4207

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

ASR Underwriting Agencies Pty Ltd  
PO Box 491 Beenleigh QLD 4207  
Telephone: (07) 3442 3333  
Email: [enquiries@asruw.com.au](mailto:enquiries@asruw.com.au)  
Website: [www.asruw.com.au](http://www.asruw.com.au)

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Broker/Coverholder placing this Insurance.

This Certificate is issued by the Coverholder shown above in accordance with the authority granted to them

by certain Underwriters at Lloyd's under the Agreement referred to in the Schedule.

**IN WITNESS WHEREOF** this Certificate has been signed at Beenleigh

on 04 August 2023 by

A handwritten signature in black ink, appearing to be 'A. J. ...', written over a faint circular stamp.

**Coverholder**

**LMA3160**

17 May 2021