

# 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:** PUBLIC LIABILITY

**The Insured:** PRECISE POOL INSPECTIONS

<b>Premium payable by the Insured:</b>	<b>Base Premium:</b>	\$320.00
	<b>U/W Levy:</b>	\$0.00
	<b>GST:</b>	\$32.00
	<b>Stamp Duty:</b>	\$31.68
	<b>Fee (Incl Survey if applicable):</b>	\$25.00
	<b>Fee (Incl Survey) GST:</b>	\$2.50
	<b>Total Amount Payable:</b>	\$411.18

**Period of Insurance:** From: 29/05/23 To: 29/05/24  
both days at 4pm Local Time

**Certificate Number:** 1608GL6377

## New Policy SCHEDULE

INSURED: ADAM KRISTIAN SHELLY T/AS PRECISE POOL INSPECTIONS

SITUATION: 200 OCEANIC DR, BOKARINA QLD 4575

CERTIFIERS: ADAM SHELLY

UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT  
NUMBER ASRPLB2023  
UNIQUE MARKET REFERENCE NUMBER: B1670ASRPLB2023

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

LEGAL LIABILITY IN RESPECT TO SWIMMING POOL FENCE INSPECTIONS INCLUDING POOL SAFETY INSPECTIONS. **EXCLUDES ALL OTHER BUSINESS ACTIVITIES**

JURISDICTION: WORLDWIDE EXCLUDING USA AND CANADA

LIMIT OF INDEMNITY: \$10,000,000 EACH & EVERY OCCURRENCE BUT IN THE ANNUAL AGGREGATE IN RESPECT OF PRODUCTS LIABILITY.

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

POLICY WORDING: SWIM POOL INSPECTORS LIABILITY WORDING  
VERSION 01/11/2018

### CONDITIONS OF COVER

\* 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

\* ORIGINAL SIGNED APPLICATION FORM TOGETHER WITH REMITTANCE MUST BE RECEIVED IN OUR OFFICE WITHIN THIRTY (30) DAYS OF INCEPTION OF COVER.

### EXTENSIONS:

- AS PER POLICY WORDING

### MAJOR EXCLUSIONS

- AS PER POLICY WORDING

## **ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY**

### **PROFESSIONAL INDEMNITY & ADVICE EXCLUSION**

THIS POLICY DOES NOT COVER LIABILITY DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM ANY ERROR OR INADEQUACY IN INSTRUCTION, ADVICE, INFORMATION OR PROFESSIONAL SERVICE RENDERED FOR A FEE.

### **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

### **SEVERAL LIABILITY NOTICE**

THE SUBSCRIBING (RE)INSURERS' OBLIGATIONS UNDER CONTRACTS OF (RE)INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING (RE)INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING (RE)INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS.

LSW 1001 (INSURANCE)

### **CYBER AND DATA TOTAL EXCLUSION ENDORSEMENT**

- 1 NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY OR ANY ENDORSEMENT THERETO THIS POLICY DOES NOT APPLY TO ANY LOSS, DAMAGE, LIABILITY, CLAIM, FINES, PENALTIES, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY:
  - 1.1 CYBER ACT OR CYBER INCIDENT INCLUDING, BUT NOT LIMITED TO, ANY ACTION TAKEN IN CONTROLLING, PREVENTING, SUPPRESSING OR REMEDIATING ANY CYBER ACT OR CYBER INCIDENT; OR
  - 1.2 LOSS OF USE, REDUCTION IN FUNCTIONALITY, REPAIR, REPLACEMENT, RESTORATION, REPRODUCTION, LOSS OR THEFT OF ANY DATA, INCLUDING ANY AMOUNT PERTAINING TO THE VALUE OF SUCH DATA; REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO.
- 2 IN THE EVENT ANY PORTION OF THIS ENDORSEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3 THIS ENDORSEMENT SUPERSEDES ANY OTHER WORDING IN THE POLICY OR ANY ENDORSEMENT THERETO HAVING A BEARING ON A CYBER ACT, CYBER INCIDENT OR DATA, AND, IF IN CONFLICT WITH SUCH WORDING, REPLACES IT.
- 4 IF THE UNDERWRITERS ALLEGE THAT BY REASON OF THIS ENDORSEMENT THAT LOSS SUSTAINED BY THE INSURED IS NOT COVERED BY THIS POLICY, THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE INSURED.

### **DEFINITIONS**

- 5 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.
- 6 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.
- 7 CYBER INCIDENT MEANS:
  - 7.1 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
  - 7.2 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.
8. 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.

LMA5468  
4 NOVEMBER 2020

#### **COMMUNICABLE DISEASE EXCLUSION**

1. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY, THIS POLICY DOES NOT COVER ALL ACTUAL OR ALLEGED LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, DIRECTLY OR INDIRECTLY AND REGARDLESS OF ANY OTHER CAUSE CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE, ORIGINATING FROM, CAUSED BY, ARISING OUT OF, CONTRIBUTED TO BY, RESULTING FROM, OR OTHERWISE IN CONNECTION WITH A COMMUNICABLE DISEASE OR THE FEAR OR THREAT (WHETHER ACTUAL OR PERCEIVED) OF A COMMUNICABLE DISEASE.
2. FOR THE PURPOSES OF THIS ENDORSEMENT, LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, INCLUDES, BUT IS NOT LIMITED TO, ANY COST TO CLEAN-UP, DETOXIFY, REMOVE, MONITOR OR TEST FOR A COMMUNICABLE DISEASE.
3. AS USED HEREIN, A COMMUNICABLE DISEASE MEANS ANY DISEASE WHICH CAN BE TRANSMITTED BY MEANS OF ANY SUBSTANCE OR AGENT FROM ANY ORGANISM TO ANOTHER ORGANISM WHERE:
  - 3.1. THE SUBSTANCE OR AGENT INCLUDES, BUT IS NOT LIMITED TO, A VIRUS, BACTERIUM, PARASITE OR OTHER ORGANISM OR ANY VARIATION THEREOF, WHETHER DEEMED LIVING OR NOT, AND
  - 3.2. THE METHOD OF TRANSMISSION, WHETHER DIRECT OR INDIRECT, INCLUDES BUT IS NOT LIMITED TO, AIRBORNE TRANSMISSION, BODILY FLUID TRANSMISSION, TRANSMISSION FROM OR TO ANY SURFACE OR OBJECT, SOLID, LIQUID OR GAS OR BETWEEN ORGANISMS, AND
  - 3.3. THE DISEASE, SUBSTANCE OR AGENT CAN CAUSE OR THREATEN BODILY INJURY, ILLNESS, EMOTIONAL DISTRESS, DAMAGE TO HUMAN HEALTH, HUMAN WELFARE OR PROPERTY DAMAGE.

LMA5396 17 APRIL 2020

#### **ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED**

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  
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  
Post: GPO Box 3 Melbourne VIC 3001  
Website: 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  
Website: 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 29 May 2023 by



**Coverholder**

**LMA3160**

17 May 2021