

## CERTIFICATE OF CURRENCY

### TO WHOM IT MAY CONCERN

We, the undersigned Insurance Underwriting Agency, hereby certify that the following described Insurance is in force at this date.

**NAME OF INSURED:** BRS Contracting Pty Ltd  
T/As Building Rectification Services; BRS OPERATIONS PTY LTD; BRS  
ASSETS PTY LTD; BRS HOLDING COMPANY PTY LTD  
T/As Building Rectification Services

**TYPE OF INSURANCE:** Public and Products Liability

**POLICY NO:** LP235776

**PERIOD:** From: 03/07/2023  
To: 03/07/2024 (at 4.00pm local time)

**TERRITORIAL LIMITS:** Commonwealth of Australia

**DESCRIPTION OF RISK:** Boilermakers/ Welders / Metal Fabrication/ Steel Erectors - Including  
Structural (10) Builders - No Height Restriction (30) Concretors/Concrete  
Pourers (including Formwork, Concrete repair and drilling) (60)  
Residential and commercial refurbishments,  
concrete remedial work, window repairs,  
waterproofing and balustrade replacements.

**LIMIT OF INDEMNITY:** Public and Products Liability - \$20,000,000

**INSURERS:** Certain Underwriters at Lloyd's

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organisation to whom it has been issued an additional Insured, nor does it modify in any manner the contract of insurance between the Insured and Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above Policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by the undersigned.

This Certificate of Currency is issued on the basis that it can be legally cancelled at any time for non payment of premium. Any inquiries on this issue must be directed to the Insured or the Broker.

Yours faithfully



Jan Whittle

For and on behalf of High Street Underwriting Agency Pty Limited acting as Coverholder for Lloyd's

## Schedule of Insurance



### The Insured:

BRS Contracting Pty Ltd  
T/AS Building Rectification Services  
ABN - 54158102213  
BRS OPERATIONS PTY LTD ABN - 93158633008  
BRS ASSETS PTY LTD ABN - 59158630436  
BRS HOLDING COMPANY PTY LTD  
T/AS Building Rectification Services  
ABN – 53158628427

### Insured's Address:

4/10 Enterprise Street,  
Molendinar, 4214 Queensland

### Policy Period:

From 03/07/2023 to 03/07/2024  
at 4:00PM Local Time

### Cover Provided

Public Liability Limit: \$20,000,000 any one occurrence

Products Liability Limit: \$20,000,000 in the aggregate

Property in Physical or Legal Control: \$250,000

Errors and Omissions: Not Included

Statutory Liability Limit: Not Included

Tools of Trade Limit: N/A not taken

Commercial legal expenses: Not Included

Contract Disputes: Not Included

Driving Risk Extension: Not Included

Personal Accident: Not Included

Goods on Hook Limit: Not Included

### Excesses

#### Public and Products Liability

Excess: \$2,500 each and every claim inclusive of costs and expenses

Worker-to-worker Excess: \$25,000 each and every claim inclusive of costs and expenses

Water Damage Excess: \$10,000 each and every claim inclusive of costs and expenses

Above and including 15 metres but below 25 metres in height

Excess: \$10,000 each and every claim inclusive of costs and expenses

Above and including 25 metres but below 35 metres in height

Excess: \$15,000 each and every claim inclusive of costs and expenses

Above and including 35 metres but below 50 metres in height

Excess: \$20,000 each and every claim inclusive of costs and expenses

Above 50 metres in height

Excess: \$25,000 each and every claim inclusive of costs and expenses

Worker-to-worker above 15 metres in height

Excess: \$50,000 each and every claim inclusive of costs and expenses

All Other Claims Excess: \$2,500 each and every claim inclusive of costs and expenses

**Business Description:** Residential and commercial refurbishments, concrete remedial work, window repairs, waterproofing and balustrade replacements

**Underwritten by:** Certain Underwriters at Lloyd's

**Wording:** Mar - 22 - Liability Plus General  
Liability Policy Wording -  
v25012022

#### Extensions

##### **EXT3.2 - Property in physical or legal control endorsement**

Exclusion 2 (b) shall not apply to liability for Property Damage to property in the physical or legal control of the Insured to the amount stated in the schedule any one occurrence and in the aggregate during any Period of Insurance.

Subject otherwise to the Policy Terms Conditions Limitations and Exclusions

#### Endorsements / Conditions / Exclusions

##### **GL57 - Rip and Tear Exclusion**

This Policy does not provide indemnity in respect of liability:

- 1) for the costs of digging out removing replacing any cement or concrete supplied by the Insured
- 2) for any claim for rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

**GL6 - Burning Welding & Cutting Conditions**

**\*\*WELDING/HOTWORK EXCLUSION\*\***

The Insurer shall not indemnify the Insured against Legal Liability for Personal Injury or Property Damage caused directly or indirectly by, arising from or in connection with hotwork (including but not limited to welding, grinding, cutting or any allied process) carried out by or on behalf of the Insured not in full compliance with Australian Standard 1674 (Safety and Welding and Allied Processes) or its equivalent.

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

**GL72 - Underground Services Exclusion**

The Policy will not indemnify the Insured in respect of damage to underground pipes or cables including fibre optic cables or other underground facilities unless all of the following measures are adhered to at all times:

- 1) all reasonable measures to identify the location of such pipes, cables or other underground facilities including enquiring with the relevant authorities are carried out before any work is commenced which may involve a risk of damage thereto
- 2) a written record of the measures which are taken to locate such pipes, cables or other underground facilities before any work is commenced which may involve a risk of damage thereto is retained
- 3) Conveyed the location of such pipes, cables and services to those carrying out such work on behalf of the insured

**\*\*Subject to all other terms of the Policy.\*\***

**GL2 - Bona Fide Sub-Contractors Warranty**

It is a condition precedent to liability under this Policy that the Insured shall make best endeavours to ensure that all subcontractors

engaged or used by the Insured have and maintain Public & Products liability insurance with a limit of not less than

"the limit of indemnity noted in your schedule" any one Occurrence and in the aggregate for Products.

**\*\*Subject otherwise to all other Terms, Conditions, Exclusions and Limitations of this insurance.\*\***

**GL21 - Goods on Hook Exclusion**

This Policy does not provide indemnity in respect of liability for loss of or damage to property lifted and/or moved by cranes or other lifting devices.

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

**GL43 - Paint/Coating Failure Exclusion**

This Policy does not provide indemnity in respect of liability arising out of the failure of any paint or coating to adhere or provide protection to a treated surface. Furthermore, no liability will be accepted arising from fading or discolouration of the paint or coating.

**GL44 - Personal Protective Clothing Conditions**

It is a condition precedent to liability under this Policy that

- 1) all employees are made aware of the dangers of not using personal protective equipment
- 2) personal protective equipment is provided
- 3) a register is maintained which demonstrates that employees have received appropriate training and are fully conversant

with the way in which to access such personal protective equipment

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

**GL56 - Rights of Recourse Condition**

The following Condition is added to the Policy:

The Insured will at all times retain full rights of recourse against those supplying Products or otherwise providing to the Insured a service in connection with any Product or any component part thereof unless the Underwriters have agreed in writing to the waiver of such rights

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

### **GL63 - Spray Drift Clause**

In the event of damage to property caused by the overspray or spray drift of any substance the excess amount stated in the

Schedule will apply separately to each and every claimant costs inclusive.

**\*\*Subject otherwise to the Policy terms Conditions Limitations and Exclusions\*\***

### **C89 - All subcontractors to have their own liability cover**

All subcontractors to have their own liability cover.

### **GL92 - Personal Protective Equipment Clause**

It is a condition of this Certificate that the use of and wearing Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment

### **GL93 - Mobile Access Equipment Condition**

It is a condition precedent to liability under the Certificate that the use of mobile access equipment is subject to the following

procedures:

1) Operatives must be at least 18 years of age.

2) Operatives must

a) complete a training course in the safe use of mobile access equipment through an Accredited Training Provider who has been accredited by an accrediting body recognised by the Health and Safety Legislation; and

b) complete a refresher course within 5 years of the initial training programme and at not more than 5 yearly intervals

thereafter. And the Insured must retain appropriate documentation verifying completion thereof.

3) To prevent unauthorized use, the vehicle must:

a) have the ignition keys removed; or

b) be otherwise immobilised

4) The carriage of passengers or unauthorised use of application as a tool outside the design capabilities of the vehicle is

prohibited at all times.

5) Operatives must engage safety restraints whenever such restraints have been fitted to the vehicle

### **GL110 - Tower Crane Exclusion**

This Policy does not provide indemnity in respect of liability arising from or as a consequence of any work relating to Tower Cranes

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

### **GLEXC1 - Silica Exclusion**

This insurance does not apply to:

1. any liability directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form; or

2. any obligation of the Insured to pay damages to any party because of Personal Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

### **Restumping/Piling/Underpinning & Transportation and Removal of Existing Structures EXCLUSION**

The Underwriters shall not be liable in respect of Damage or Injury caused by or in connection with Restumping/Piling/Underpinning & Transportation and Removal of Existing Structures.

### **One Metre Depth Limit**

The Underwriters shall not be liable in respect of Damage or Injury caused by or in connection with any excavation exceeding in any part a depth of one metres.