



Certificate of Currency

19 September 2023
Ref: 22090150

Re: MARK BRAMWELL

This certificate of insurance confirms that cover has been issued subject to payment, policy terms and conditions.

Class : PROFESSIONAL INDEMNITY
Policy No. : ARPI9268/ASR
Period : 19/09/23 to 19/09/24
Insurer : LLOYD'S OF LONDON - PI "AR"

Covering:

INSURED: MARK BRAMWELL T/AS SMARTER POOL INSPECTIONS
BUSINESS LOCATION: 26/28 EASTERN COURT, HELENSVALE QLD 4212
CERTIFIERS: MARK BRAMWELL
OCCUPATION: PROFESSIONAL ACTIVITIES OF SWIMMING POOL FENCE INSPECTIONS
INCLUDING POOL SAFETY INSPECTIONS.
EXCLUDES ALL OTHER BUSINESS ACTIVITIES
UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT
NUMBER ASRPIB2021
UNIQUE MARKET REFERENCE NUMBER: B1670ASRPIB2021

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

Coverholder at **LLOYD'S**



(INCLUSIVE OF COSTS & EXPENSES)

RETROACTIVE DATE: 19.9.2022

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

Coverholder at **LLOYD'S**



ASR

Underwriting
Agencies

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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

This certificate is furnished at the request of the Insured as a matter of information only and does not constitute an insurance contract upon which claims can be made.

For and on behalf of ASR Underwriting Agencies Pty Ltd

Coverholder at **LLOYD'S**



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