

# Liability New Business Policy Schedule

Policy Number LIA-34451

21 June 2021

## Broker & Underwriter Details

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**Broker**

[claming@cerberos.com.au](mailto:claming@cerberos.com.au)  
Cerberos brokers Pty Ltd  
level 1 131 leichhardt Street  
SPRING HILL QLD 4000

**Underwriter**

Anthony Jodrell  
[ajodrell@genesisuw.com.au](mailto:ajodrell@genesisuw.com.au)

## Insured Details

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**Insured Name**

Australian Bargaining Agency Pty Limited T/A BOB System Services ABN 86 078 760 513

**Period of Insurance**

01 May 2021 4:00PM to 01 May 2022 4:00PM

**Occupation Details**

Contractors undertaking work who have engaged the services of Australian Bargaining Agency Pty Ltd t/a BOB System Services ABN 86 078 760 513 and as declared monthly

**Turnover**

\$1

**Wages**

\$1

**Interested Parties**

### Limits of Indemnity

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<b>Public Liability</b>	\$20,000,000
<b>Products Liability</b>	\$20,000,000
<b>Advertising Liability</b>	

**Public Liability - In respect of any one claim or series of claims arising out of any one occurrence**

**Products Liability - In respect of any one claim or series of claims arising out of any one occurrence and in the aggregate during the period of insurance**

**Advertising Liability - In respect of any one claim or series of claims arising out of any one occurrence and in the aggregate during the period of insurance**

### Sub Limits

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<b>Care Custody &amp; Control</b>	\$100,000. In respect of any one claim or series of claims arising out of any one occurrence
<b>Errors &amp; Omissions</b>	Not Insured
<b>Product Recall Expenses</b>	Not Insured

### Excess

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**All Claims, other than listed below** \$500 Each and every other claim

### Premium

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<b>Total Base Premium</b>	\$3,468.00
<b>FSL (if applicable)</b>	\$0.00
<b>GST</b>	\$346.80
<b>Stamp Duty</b>	\$343.33
<b>Underwriter Fee</b>	\$200.00
<b>Underwriter Fee GST</b>	\$20.00
<b>Total Gross Premium Payable</b>	\$4,378.13
<b>Total Net Premium Payable</b>	<b>\$3,805.91</b>

### Endorsements

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#### **ENDORSEMENTS ATTACHING TO AND FORMING PART OF THE GENERAL AND PRODUCTS**

**ENDORSEMENTS ATTACHING TO AND FORMING PART OF THE GENERAL AND PRODUCTS LIABILITY SECTION**

**Faulty Workmanship Extension**

The following endorsement is hereby added to the policy:

1. Notwithstanding Exclusion 3.10 of this Policy, We will indemnify You for any claim in relation to the cost of rectifying, performing, re-performing, completing or improving any work undertaken by You or on Your behalf in connection with Your Business, during the Period of the Endorsement, provided that such work caused Personal Injury or Property Damage during the Period of the Endorsement.

This endorsement provides insurance notwithstanding that such rectification, performance, re performance, completion or improvement is consequent upon faulty or defective workmanship.

2. The maximum amount we will pay in respect of a claim arising out of any one Occurrence is the lesser of:

(a) an amount equal to the wholesale price of parts, freight costs and net labour costs necessarily and reasonably incurred to rectify, perform, re-perform, complete or improve the work undertaken by You or on Your behalf; or

(b) \$5,000

The maximum amount we will pay in aggregate for all claim in respect of all Occurrences is \$20,000.

3. The following words have special meaning when used in this endorsement. These words have the meaning as follows. The Words with special meaning in the Policy wording also apply to this endorsement.

Contract means:

An agreement to repair or service at a discrete time and location.

Effective Date means: The date that the insurance provided by this endorsement commences, which is shown above.

Occurrence means:

faulty or defective work performed during the Period of the Endorsement in the course of discharging Your duty under a Contract regardless of whether such contract is evidenced in writing or not.

Period of the Endorsement means:

the period between the Effective Date and the end of the Period of Cover shown on the current schedule during which insurance is provided by this endorsement.

3. To the extent of any inconsistency between this endorsement and the policy, the provisions of this endorsement shall prevail.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### **Demolition Worker – TSA & Moffit Projects Endorsement**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

This policy does not cover liability in respect of Personal Injury or Property arising out of or caused by or in connection with the demolition of any building or structure which is not conducted in accordance with all the requirements of:

- (a) the relevant demolition contract restricted to no structural work or removal of load bearing walls and limited to removal of timber flooring, internal gyprock walls and fittings, subject to power being disconnected; and
- (b) all relevant Statutes (including but not limited to Workplace Occupational Health and Safety Statutes and Regulations), industry Codes of Practice and Australian Standards.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### **Hot Works Condition**

Where your occupation under Appendix A notes that Appendix B applies the following endorsement is hereby added to the policy:

This policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with flame cutting, flame heating, arc or gas welding, metal grinding or any similar operation in which welding, metal grinding or cutting equipment is used, unless such use is carried out in strict compliance with all relevant Statutes and Australian Standard 1674.1 (or any subsequent amendment).

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### **Manual Activity Exclusion**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

This policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with ;

- The performance by You or on Your behalf of manual labour or physical activities not being supervision or administration,
- Any assumption of liability, contractual or otherwise, for construction activities,
- Product liability for completed operations.

For the purpose of this endorsement Operations are deemed completed at the earliest of the following points:

- when all operations to be performed by you or on your behalf under contract have been completed.
- when all operations to be performed by you or on your behalf at the site of the operations have been completed.
- when the portion of work out of which injury or damage arises has been put to its intended use by a party other than you (or contractors acting on your behalf).

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### **Molestation Exclusion -**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

This policy does not cover Personal Injury arising out of or caused by or in connection with the molesting or

interfering with any person by -

- . You,
- . Any of Your employees,
- . Any person acting on Your behalf.

We shall have no obligation to defend any action, suit or proceeding against You either directly or vicariously seeking damages for such Personal Injury.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### **Pet Services Endorsement**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

5.18 "Property Damage" extends to include physical injury or damage to domestic animals.

Property in Your care, custody or control as detailed in clause 3.19 of the Policy Wording is hereby amended to note that our liability for domestic animals shall not exceed \$20,000.00 in respect of any one claim or series of claims out of any one occurrence and \$20,000.00 in the aggregate.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

**Rip**

### **and Tear Exclusion**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

This policy does not cover liability for the cost of digging out and removing defective concrete, asphalt or bitumen or any other remedial action and consequential losses arising as a result of the sale or supply of defective ready-mixed concrete, asphalt or bitumen or any product containing defective concrete or concrete admixtures, asphalt or bitumen.

Additionally, this policy excludes any claim based on or arising from error, omission, inadequacy or fault in any design, formula or specification for such concrete or concrete admixtures, asphalt or bitumen.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

**Security Guard Endorsement**

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

Cover is extended to include Static Guard work and Alarm Response. No other security work is covered unless referred and agreed in writing, but no cover will be available for any work involving personal protection or close guarding, nightclub door staff or any use of dogs or firearms.

This policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with any crowd control operation or security screening operation carried out by You or on Your behalf.

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This policy is extended to include Your liability for the cost of replacing locks & keys following the negligent loss of keys in Your control. Our liability for this extension shall not exceed \$10,000 in respect of any one claim or series of claims arising out of any one Occurrence.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

**Total**

**Professional Indemnity Exclusion**

Where your occupation under Appendix A notes that Appendix B applies the following exclusion is hereby added to the policy:

Exclusion 3.5 Breach of Professional Duty deleted and replaced by the following;

### 3.5 Breach of Professional Duty

Arising out of any breach of duty owed in a professional capacity by You and/or person(s) for whose breaches You may be held legally liable.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### Treatment Exclusion

Where your occupation under Appendix A notes that Appendix B applies the following Endorsement is hereby added to the policy:

This policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with any treatment prescribed or administered by You or on Your behalf.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

### CYBER and DATA TOTAL EXCLUSION ENDORSEMENT

(for attachment to International Liability forms)

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

## Conditions

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### INSURER

genesisuw.com.au  
PO Box 1369, Manly 1655, NSW  
Phone: +61 8412 3500  
ABN: 35 163 862 502

Policy is underwritten 100% by Certain Underwriters at Lloyd's and is issued by Genesis Underwriting Agency Pty Ltd

under authority given to it by Lloyds's. [UMR No. B1307C210252]

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### Renewal Premium Comparison

Recently, the NSW Government introduced legislation designed to make it easier for customers to compare premiums when renewing their insurance.

As a result, to help you understand how your charges compare to last year, we have included the following comparison table.

	Last Term's Premium*	This Term's Premium
Total Basic Premium		
Emergency Services Levy		
Goods and Service Tax		
Stamp Duty		
<b>Total Premium</b>		

### Premium Summary

\*Last Term's Premium in the above tables represent the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term. Government taxes and any state or territory duties or levies are listed separately.

### Information about the NSW Emergency Services Levy

We (and other insurers) collect and Emergency Services Levy ("ESL") to help us meet our obligations to the NSW Government to help fund emergency services in NSW during the financial year in which your policy commences.

The Insurance Monitor established in 2016, is an independent body, which oversees matters relating to ESL, including the monitoring of insurance prices and providing advice about ESL. Information about the Insurance Monitor can be found at: [www.eslinsurancemonitor.nsw.gov.au](http://www.eslinsurancemonitor.nsw.gov.au).

### If you would like further information

Contact your Insurance Broker in the first instance if you have questions about your policy.

### ADDITIONAL ENDORSEMENTS/SPECIAL CONDITIONS FOR THIS POLICY

1. Quotation is valid for 30 days or inception, whichever occurs first.

2. A survey of the premises may be required within 30 days of the inception date.
3. Thermal imaging of electrical switchboards may be required within 60 days of inception. If any faults are noted, these will need to be rectified immediately.
4. Any risks with EPS construction are to have a weekly panel inspection plan put in place and documented.
5. There is a general asbestos exclusion noted in this policy, if asbestos is found to be present and we have not been notified, we reserve the right to come off risk immediately. It is a material we do not insure.
6. This policy covers the section (BPK) or sub-limit (ISR) specifically noted, only those sections and sub-limits that are agreed and bound upon are covered under this policy, if a section or sub-limit is not taken, they are not automatically covered.
7. A charge of 20% of the annual premium applies if policy is cancelled within 30 days of inception.
8. We reserve the right to revoke or amend terms should a material change occur to the risk subsequent to binding, such as an undeclared claim etc.

**LLOYD'S STANDARD CLAUSES APPLICABLE TO THIS POLICY**

NMA 464 War & Civil War Exclusion Clause

NMA 1622 Radioactive Contamination & Explosive Nuclear Assemblies Exclusion Clause

NMA 2984 Australia Terrorism Insurance Act Notice 2003

LMA 5018 MAP Mould Micro Organism Exclusion Clause

NMA 2962 Biological or Chemical Materials Exclusion

NMA 969A Fraudulent Claims Clause Australia

LMA 3100 Sanctions and Limitations Exclusion Clause

LMA 5393 Communicable Disease Exclusion Clause

NMA 5401 Property D&F Cyber and Data Exclusion Clause

LMA 5096 Several Liability Clause

## Wording

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Genesis General Liability and Products Wording 2019 (GI Version 4 – 01.06.19)

A handwritten signature in black ink, appearing to read 'Anthony Jodrell', with a stylized flourish at the end.

Anthony Jodrell  
for Genesis Underwriting Agency