

## **Professional Indemnity Insurance**

## **Certificate of Currency**

### Policy No: 2023-CO33330-90975

Date: 13 October 2023

Insured:	The Trustee for QBC Business Trust; Nicholas Paul Street
Period of Insurance:	12 October 2023 to 12 October 2024 at 4pm AEST both days
Professional Services:	Pre-purchase building inspection and pre-purchase timber pest inspection reporting services only
Limit of Indemnity - any one claim:	\$1,000,000
Limit of Indemnity - in the aggregate:	\$2,000,000
Deductible:	\$7,500
Deductible Type:	Inclusive of costs and expenses
Retroactive Date:	12/10/2020
Wording:	Construction Professions PI Wording 06_21
Claims Handling:	Woodina inhouse solicitors claims model
Endorsements:	Costs in addition Inspections Write-back Costs inclusive deductible Non-Compliant Building Materials Exclusion - Construction Professionals Activities Restriction – Building Inspections

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL23028 by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Michael Wood Chief Executive Woodina Underwriting Agency Pty Ltd



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# Public Liability Insurance

## **Certificate of Currency**

### Policy No: 2023-CO33330-90975

Date: 13 October 2023

Insured:	The Trustee for QBC Business Trust; Nicholas Paul Street
Period of Insurance:	12 October 2023 to 12 October 2024 at 4pm AEST both days
Professional Services:	Pre-purchase building inspection and pre-purchase timber pest inspection reporting services only
Limit of Indemnity:	\$20,000,000 any one claim and in the annual aggregate for Products Liability
Deductible:	\$500
Wording:	Public Liability Wording 06_21
Endorsements:	Physical work
Security:	Certain Underwriters at Lloyd's

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL23028 by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Michael Wood Chief Executive Woodina Underwriting Agency Pty Ltd

## Endorsements to Policy No. 2023-CO33330-90975

#### **Costs in addition**

Notwithstanding Clause 7.8, 8.8 or 9.8 (Limit of Indemnity), the Insurer agrees under this extension that, in addition to the Limit of Indemnity, the Insurer will pay the Costs and Expenses of any Claim which is the subject of indemnity under this Policy provided that;

a) the amount of such Costs and Expenses is capped at the Limit of Indemnity;

b) where the **Insured's** liability exceeds the available **Limit of Indemnity**, the **Insurer** shall only pay such proportion of **Costs and Expenses** as the available **Limit of Indemnity** bears to the **Insured's** liability;

c) where the amount the **Insurer** has paid or incurred as **Costs and Expenses** exceeds the share that the **Insurer** is obliged to pay under Clause 2.2, the **Insured** shall upon demand pay to the **Insurer** the excess amount. Alternatively, the **Insurer** may deduct the excess amount from any entitlements the **Insured** might have at any time under this **Policy**.

#### **Inspections Write-back**

It is hereby declared and agreed that **Policy** Exclusion 6.12 (Inspections) is deleted in its entirety and replaced with the following:

#### Inspections

We shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** against any **Insured** directly or indirectly based upon, attributable to, or in consequence of any pest, pool or pre-purchase property inspection or the provision of any pest, pool or pre-purchase property inspection report, whether written or oral, where;

- a) the services undertaken do not comply with the relevant Australian Standard;
- b) the services undertaken are performed by any individual who is not appropriately qualified and/or licensed.

#### **Costs inclusive deductible**

Where the **Deductible** is stated in the **Schedule** to be costs inclusive, it is agreed that **Insurers** will not apply against the **Deductible** the cost of time spent by the inhouse solicitors, claims managers and administrative staff of Woodina Law, acting on behalf of the **Insurers**.

#### Non-Compliant Building Materials Exclusion - Construction Professionals

We shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** against any **Insured** directly or indirectly based upon, attributable to, or in consequence of the use, design, certification, specification or recommendation of any building material that does not fully comply with all requirements for use in or on any commercial, industrial and/or or residential structure as specified by the National Construction Code (formerly Building

Code of Australia), and any other building code requirements of the relevant State or Territory, at the time of such design, certification, specification or recommendation.

#### Activities Restriction – Building Inspections

We shall not be liable under this Policy for any Claim against the Insured arising from:

- 1. statutory approvals/permit issuance including any building certification services or related inspections;
- 2. any inspection undertaken on a building unless such inspection is conducted post final completion;
- 3. any inspection for or issuance of occupation certificates.