

Liability Renewal Schedule

LIA-34450

16 July 2024

Broker & Underwriter Details

Broker	innes_stafford@coverforce.com.au Coverforce 3LP Pty Ltd	Underwriter	Anthony Jodrell ajodrell@genesisuw.com.au
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Insured Details

Insured Name	Solo and Smart Pty Ltd
Period of Insurance	01 May 2024 4:00PM to 01 November 2025 4:00PM
Occupation Details	Contractors undertaking work who have engaged the services of Solo & Smart Pty Ltd as per the agreed Occupation Listing Appendix A and Referral listing Appendix B
Estimated Turnover	\$1.00
Situation	At and from Cromer, Cromer, NSW
	Worldwide excluding North America.
Territorial Limits	As defined in the policy
Jurisdiction	Laws of Australia and the States and Territories thereof.

Limits of Indemnity

Public Liability	\$20,000,000
Products Liability	\$20,000,000
Advertising Liability	\$20,000,000
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

Care Custody & Control	\$250,000. In respect of any one claim or series of claims arising out of any one occurrence
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Excess	
\$500.00	Each and Every Claim Other Than

Premium	
Total Base Premium	\$1,482.52
GST	\$148.24
Stamp Duty	\$148.40
Underwriter Fee	\$400.00
Underwriter Fee GST	\$40.00
Total Premium	\$2,219.16
Commission	15%

Endorsements
<p>COMMUNICABLE DISEASE EXCLUSION (For use on liability policies)</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>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</p> <p>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</p> <p>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.</p> <p>LMA5396 17 April 2020</p>
<p>CYBER and DATA EXCLUSION ENDORSEMENT</p> <p>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:</p> <p>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</p> <p>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.</p>

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

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.

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.

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

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.

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

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.

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

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

Conditions

INSURER

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 Lloyd's. [UMR No. B1311240252]

STANDARD CONDITIONS

- 1) Quotation is valid for 30 days or inception, whichever occurs first.
- 2) Genesis reserves the right to amend or vary terms in event of any material change.
- 3) Proposal and Payment within 30 days from inception.

CANCELLATION

- a) This Policy may be cancelled at any time at the request of the Insured, in which case We will retain the customary short-period rate for the time this Policy has been in force.
- b) We may also cancel this Policy by giving the Insured written notice to that effect where:
 - i. the Insured or any person who was at any time the Insured failed to comply with the duty of utmost good faith;
 - ii. the person who was the Insured at the time when this Policy was entered into failed to comply with the duty of disclosure;
 - iii. the person who was the Insured at the time when this Policy was entered into made a misrepresentation to Us during the negotiations for this Policy but before it was entered into;
 - iv. the Insured or any person who was at any time the Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the Premium;
 - v. the Insured has made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover;
 - vi. the Insured failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy; or
 - vii. the Insured acted in contravention of or omitted to act in compliance with any condition of this Policy which empowers Us to refuse to pay, or reduce its/their liability in respect of, a claim in the event of such contravention or omission.
- c) Our notice of cancellation takes effect at the earlier of the following times:
 - i. The time when another policy of insurance between the Insured and Us or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or
 - ii. 4:00pm on the 15th (fifteenth) business day after the day on which notice was given to the Insured.

In the event that We cancel(s) this Policy, We will repay to the Insured a rateable proportion of the Premium for the unexpired Period of Insurance from the date of cancellation.
Should the Policy be cancelled as per (a), we will also charge an administration fee of \$100 plus GST to cover the costs incurred in the processing of the cancellation of the policy.

Wording

Genesis General Liability and Products Wording (GI Version 6 - 01.12.23)

A handwritten signature in black ink, appearing to read 'Anthony Jodrell', with a long horizontal stroke extending to the right.

Anthony Jodrell