



## Public Liability Insurance Certificate of Currency

*This Certificate is issued for information only and confers no rights upon the holder and is only a summary of the cover provided. For full details, reference must be made to the Schedule and Policy.*

### The Insured Details

<b>Policy Number:</b>	20PW-TRMC19620-33875
<b>Insured:</b>	Lightech Electrical Pty Ltd
<b>Address:</b>	13 David Street Thorneside 4158
<b>Business description:</b>	Electrician including maintenance on compact bins
<b>Period of Insurance:</b>	From 4pm 09 November 2020 To 4pm 09 November 2021 (AEST)
<b>Public &amp; Products Liability Limit of Indemnity :</b>	\$20,000,000 any one Claim and in the annual aggregate for products liability
<b>Public &amp; Products Liability Deductible:</b>	\$500 each and every Claim inclusive of costs and expenses

### Policy Details

<b>Territory &amp; Jurisdiction:</b>	Worldwide excluding USA & Canada
<b>Policy form:</b>	General Liability Wording 11_18

*This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1132HGBA19087 by Certain Underwriters at Lloyds, 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.*

**Signed for and on behalf of Certain Underwriters at Lloyd's of London**

**Michael Wood**  
Chief Executive  
Woodina Underwriting Agency Pty Ltd

<b>Issued in:</b>	Queensland
<b>On:</b>	09 November 2020

## **Endorsements to Policy No. 20PW-TRMC19620-33875**

### **Excluding injury to contractors, subcontractors & labour hire personnel**

We do not cover any liability for Personal Injury to any Contractor, Sub-Contractor or Labour Hire Personnel.

For the purpose of determining the cover provided by this Policy:

Contractor means

An individual, partnership or company which provides goods or services to the Insured under terms specified in a contract or agreement.

Sub- Contractor means

An individual, partnership or company which provides goods or services to a Contractor under terms specified in a contract or agreement.

Labour Hire Personnel means

Any person engaged in any aspect of the Insured's Business whilst employed by an employment agency, placement agency, labour hire company or any other company or person whose business is or includes the supply and/or provision of labour only.

Subject otherwise to the terms, Conditions and Exclusions of the Policy.

### **Errors & Omissions**

Section 3 Extension 1 of the Policy is deleted such that there is no errors or omissions coverage.

### **Molestation exclusion**

We do not cover any liability caused by or arising directly or indirectly out of or in connection with Personal Injury arising out of or as a result of the molesting or interfering with any person by:

- i) the Insured;
- ii) any person acting on the Insured's behalf

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

### **Aircraft Products**

We do not cover any liability arising out of the Insured's Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to the Insured's knowledge are incorporated in an Aircraft.

### **Queensland Electrical Contractor Consumer Protection**

We cover any Claim (including Consequential Financial Loss) arising from;1.any defect or non-completion;2.any breach of trade practices legislation in respect of Domestic Electrical Work performed by the Insured for which a Certificate of Test is required;3.incorrect advice, design, installation or testing by the Insured in connection with Domestic Electrical Work performed by the Insured.We do not cover any liability arising from:(a)wear and tear or depreciation of the Insured's Domestic Electrical Work;(b)failure of the consumer to reasonably maintain the Insured's Domestic Electrical

Work. We will pay up to \$50,000: (a) in total for any one claim or series of claims related to Domestic Electrical Work for which a Certificate of Test is required; or (b) for each domestic installation if the Certificate of Test is performed as a part of Domestic Electrical Work and related to more than one domestic dwelling; (c) in total during any one Period of Insurance for trade practices liability; and (d) in total for any one Claim or series of Claims related to incorrect advice or design.

**Definitions**

**Certificate of Test** The certificate required under section 15 of the Electrical Safety Regulation 2002 (Qld).

**Consequential Financial Loss** Includes but is not limited to: (a) Loss of any deposit or progress payment or any part of any progress payment; and (b) The cost of alternative accommodation and removal and storage costs that are reasonably and necessarily incurred.

**Defect** (a) A failure to carry out Domestic Electrical Work to a standard required by any applicable electricity legislation, industry practice and standards in accordance with any plans and/or specifications set out in any relevant contract; (b) A failure to use materials in the Domestic Electrical Work (other than material supplied by a consumer) that are of merchantable quality and suitable for purpose for which they are used; (c) The use of materials (other than materials supplied by a consumer) in the Domestic Electrical Work that are not new; (d) A failure to carry out Domestic Electrical Work in accordance and compliance with all laws and legal requirements or any applicable Australian or other relevant standard or code of practice including Electrical Safety Act 2002 (Qld) or the Electrical Safety Regulation 2002 (Qld); (e) A failure to carry out Domestic Electrical Work with due care and skill and a failure to carry out such work by the due date or within the contractual period specified or within a reasonable time if no period is agreed; or (f) If the relevant contract states the particular purpose for which the Domestic Electrical Work is required or the result that the Domestic Electrical Work is intended to achieve and the consumer relies on the Insured's skill and judgement, a failure to ensure that the Domestic Electrical Work and the material used (other than materials supplied by the consumer) are fit for the purpose and of such nature and quality that they will achieve the stated result; (g) A failure to maintain a standard or quality of Domestic Electrical Work specified in the relevant contract.

**Domestic Electrical Work** means electrical work undertaken for a consumer in Queensland at a single domestic dwelling including a house, home unit, townhouse or villa or other similar dwelling.

**Conflict with requirements** If the cover provided under this Policy is inconsistent or in conflict with the insurance requirements under Section 43 of the Electric Safety Regulation (Qld) 2002 then it is agreed that this Policy covers the Insured in accordance with those requirements.

### **Underground Services**

We do not cover any liability for damage to Underground Services.

However, this Exclusion shall not apply where the Insured can show that the Insured contacted the relevant Authority to ascertain the particulars and location of the Underground Services, and can show that the instructions provided by the Authority have been followed.

Cover in this instance is limited to a maximum depth of ten (10) metres.

For the purpose of determining the cover provided by this Policy:

Underground Services includes but is not limited to telecommunication lines, sewerage pipes and systems, power transmission lines, water mains, storm water drainage systems or other underground building services.

### **Welding**

We do not cover any liability for Personal Injury or Property Damage directly or indirectly caused by, arising from or in connection with the use of any electric, oxy-acetylene, laser or similar welding or cutting and spark producing equipment and allied processes by or on behalf of the Insured unless such activity was conducted in strict compliance with the following relevant Australian Standards:

- Australian Standards AS 1674.1 - Safety in welding and allied processes Part 1: Fire precautions, and/or
- AS 1674.2 - Safety in Welding and Allied Processes Part 2: Electrical, and/or
- AS/NZS 2211.1:2004 Safety of laser products - Equipment classification, requirements and user's guide.

Subject otherwise to the terms, Conditions and Exclusions of the Policy.

### **Listed Human Diseases Exclusion**

We shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured directly or indirectly caused by, arising from or in any way connected with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof.

Listed Human Disease shall mean:

1. any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or
2. any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to the terms, conditions, limitations and exclusions of the Policy.

### **Efficacy**

We do not cover any liability for Personal Injury or Property Damage directly or indirectly caused by, arising from or in connection with the failure of any Product to fulfil a particular purpose or intended function or meet a particular level of performance, where the Insured has expressly or impliedly warranted or represented that the Product will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Personal Injury or Property Damage) or meet such level of performance.