

Enterprise Business Insurance

Certificate of Currency



Issue Date: 11 July 2011



AUSURE - PLANNED WEALTH SOLUTIONS
Post Office Box 1661
CLEVELAND QLD 4163

Policy Number
SMX093257678

Issuer	Vero Insurance Limited ABN 48 005 297 807
Policyholder	ECOLECTRIC PTY LTD
Policyholder Address	Post Office Box 218, MOUNT OMMANEY QLD 4074
Period of Insurance	12 June 2011 to 12 June 2012 at 4.00pm
Nature of Business	CONTRACTORS
The Business	ELECTRICIAN
Interested Parties	There are no Interested Parties noted
Policy Booklet	Enterprise Business Insurance Policy V4537 V10

Vero Enterprise is a division of
Vero Insurance Limited
ABN 48 005 297 807

Enterprise Business Insurance

Certificate of Currency

The following cover applies across the policy for all premises:

Portable & Valuable Items

Specified Item	Insured Amount
FLUKE 1653	\$2,500
FLUKE MICRO SCANNER	\$1,400
UNSPECIFIED	\$5,000
Hilti TE7C Drill	\$1,000
Hilti Jackhammer	\$1,400
Tebis Interface	\$1,200

Legal Liability

	Insured Amount
Public Liability	\$10,000,000
Property in care, custody and control	\$250,000
Products Liability (any one Period of Insurance)	\$10,000,000
Pollution (any one Period of Insurance)	\$10,000,000

The following endorsements are active for this cover:

Exclusion of High Risk Premises

We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with oil refineries, chemical refineries, shipyards, airports, railway stations, oilrigs, gas rigs, mines or quarries. We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with work on or around mainframe computers.

Employers' Liability Endorsement

This endorsement applies to the Legal Liability Section of your policy. It does not apply automatically. It applies when the **schedule** has been endorsed by us noting its application.

1. It is agreed and declared that the "Personal Injury to Employee" Exclusion of this Section is deleted and replaced by the following:

"Personal Injury to Employee

We will not pay if the **legal liability** is

- (a) for **personal injury** to any **employee**, except:

- (i) if you are required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such **personal injury**; or

Enterprise Business Insurance

Certificate of Currency



Issue Date: 11 July 2011



- (ii) if you are not required to so insure or otherwise fund such liability by reason only that the **personal injury** is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the **personal injury** is not an injury which is subject to such Law;

then this Section will respond to the extent that your **legal liability** would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had you complied with your obligations pursuant to such law.

(b) imposed by:

- (i) any **workers' compensation law**;
- (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- (iii) any law relating to **employment practices**.

However, this Exclusion does not apply to **claims** for loss of consortium by the spouse of any of your **employees**.

2. It is agreed and declared that the following Definitions apply to this endorsement:

employee – any person:

- (a) engaged in the **business** under a contract of service or apprenticeship;
- (b) supplied to you pursuant to a contract of labour hire; or
- (c) deemed to be employed by you pursuant to any **workers' compensation law**.

For the avoidance of doubt, the definition of "employee" in the Definition Section of the policy does not apply to this endorsement.

workers' compensation law – any law relating to compensation for injury to workers or employees.

employment practices – any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by you.

3. It is agreed and declared that this Section includes the following additional Condition:

"Indemnity Prohibited by Law

Where this Section provides any indemnity to you which is prohibited by law, this policy shall be varied by operation of this condition so that this Section does not respond to the extent that the indemnity is prohibited by law."

Enterprise Business Insurance

Certificate of Currency

Hired Labour & Contractors Endorsement

You have declared to us that you do not engage or expect to engage any persons (other than employees) to perform work on your behalf of or for your benefit on any contract or project exceeding \$20,000 in total value during the period of insurance.

This section, Legal Liability, is amended to read as though the following additional exclusion were included in the "What we exclude" column of this section:

*"We will not pay if the **legal liability** arises directly or indirectly out of or is caused by, through, or in connection with or for **personal injury** to any person who is not your **employee** but has been engaged to perform work on your behalf or for your benefit where the contract price or value of the total works relating to the engagement of the person (whether the work of the person forms all or a part of such works) exceeds \$20,000 during the period of insurance.*

*However, this exclusion only applies to **personal injury** to persons:*

- (a) *who are employed by an employment or placement agency, labour hire company or any other organisation, government body or person whose business is, or includes, the supply of labour; and,
 - (i) *whose work is performed in whole or part under your care, control, direction or supervision; or*
 - (ii) *the **personal injury** arises directly or indirectly out of or in connection with any defect or deficiency that you knew about, or a reasonable person should have known about, in any land, building, structure, fixture, fitting, machinery or plant owned or used by you in connection with the **business**; or**
- (b) *engaged to perform work at a building site, demolition site or construction site; or*
- (c) *engaged to perform work (including construction, erection, demolition, addition, alteration, refurbishment, renovation, removal, repair, assembly, maintenance, installation service) in connection with any **building**, structure, machinery or plant at the **premises**."*

Cutting, heating, welding or grinding precautions

We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with cutting, heating, welding or grinding except where you have complied with the current Australian Standard AS1674.

Underground services - Exclusion

We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with **damage** to underground services unless you or a person acting on your behalf has confirmed with the relevant Authority, including but not limited to, Dial Before You Dig, the location of underground services before commencing work. We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with **damage to property** where such **property** consists of pipes or cables located underwater.

Failure of alarms

We will not cover any claims for **legal liability** directly or indirectly arising out of or in connection with the failure of any alarm to correctly perform its intended function.

Issue Date: 11 July 2011

Qld Electricians Endorsement

DEFINITIONS

The following Definitions apply to this endorsement. The Definitions in your policy also apply to this endorsement.

1. **Business** means
The business describe in the **schedule**, including testing your own Electrical Work and the **electrical work** of others.
2. **Certificate of test** means
The certificate required under the Electrical Safety Regulation 2002 (Qld).
3. **Consequential financial loss**
includes but is not limited to:
 - (a) any 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 cost that are reasonably and necessarily incurred.
4. **Consumer** means
Any person who owns or resides in a **domestic dwelling** in relation to **domestic electrical work** performed or to be performed at those residential premises.
5. **Defect** means
 - (a) a failure to carry out **domestic electrical work** consistent with any applicable electricity legislation, industry practice and standards and in accordance with any plans and/or specifications set out in any **domestic electricity services contract**;
 - (b) a failure to use materials in the **domestic electricity work** (other than materials supplied by a consumer or on behalf of a consumer) that are of merchantable quality and suitable for the purpose for which they are used;
 - (c) the use of materials (other than materials supplied by a consumer or on behalf of a consumer) in the **domestic electricity work** that are not new unless the **domestic electrical services contract** expressly permits the use of materials that are not new;
 - (d) a failure to carry out **domestic electrical work** in accordance with and in compliance with all laws and legal requirements or any applicable Australian or other relevant standard or code of practice including, the Electricity 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 complete **domestic electrical work**;
 - (i) by the due date or within the period specified in the **domestic electrical services contract**; or
 - (ii) within a reasonable time if no date or period of time is agreed; and
 - (f) if the **domestic electrical services 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 your skill and judgement, a failure to ensure that the **domestic electrical work** and the material used in carrying out the **domestic electrical work** (other than materials supplied by the **consumer** or on behalf of the Consumer) are;
 - (i) fit for the purpose; and
 - (ii) of such a nature and quality that they will achieve the stated result; or

Vero Enterprise is a division of
Vero Insurance Limited
ABN 48 005 297 807

Enterprise Business Insurance

Certificate of Currency

(g) a failure to maintain a standard or quality of **domestic electrical work** specified in the **domestic electrical services contract**.

6. Domestic Dwelling means

Any residential premises other than:

- (a) any residence not intended for permanent habitation;
- (b) a rooming or boarding house;
- (c) a motel, residential hotel, residential club or residential part of licensed premises;
- (d) a nursing home, hospital or accommodation associated with a hospital;
- (e) the common areas under the control of a body corporate of a residential villa;
- (f) townhouse, duplex, triplex, quadruplex or home units of any kind whatsoever.

7. Domestic electrical services contract means

Any agreement whether in writing or oral (or both) to perform **domestic electrical work**.

8. Domestic electrical work means

Electrical work undertaken for or on behalf of a consumer at a single **domestic dwelling** including a house, villa, townhouse, home unit or other similar **domestic dwelling**.

9. Electrical Work means

Electrical work as defined in the Electricity Safety Act 2002 (Qld).

10. Non-Completion means

The failure to complete **domestic electrical work** as a result of:

- (a) your death or incapacity;
- (b) your disappearance;
- (c) you becoming insolvent. That is where you:
 - (i) enter into any composition or arrangement with your creditors;
 - (ii) have a receiver, a receiver and manager or an administrator appointed;
 - (iii) are the subject of any resolution or petition for winding up (other than for the purpose of amalgamation or reconstruction while solvent); or
 - (iv) become bankrupt;
- (d) the cancellation or suspension of your licence under the Electricity Safety Regulation 2002 (Qld); or
- (e) the early termination of a **domestic electrical services contract** by the building owner (or a person representing the building owner) as a result of your wrongful failure or refusal to complete the **electrical work**.

11. Product Defect means

A defect in any appliance, material, substance or other thing supplied or used by you in the course of **electrical work**.

12. Trade Practices Liability means

Any liability that arises out of conduct by you that contravenes the Trade Practices Act 1974 (Cth) or the Fair Trading Act 1989 (Qld) other than liability for any fine or penalty imposed by such contravention.

ABOUT YOUR INSURANCE

If you pay for this insurance it will be an endorsement to the Legal Liability section of your policy. If anything in this endorsement is inconsistent with:

- (a) the Legal Liability section of your policy; or
- (b) any other part of your Policy terms and conditions applicable to the Legal Liability section of your policy

this endorsement applies to the extent of the inconsistency.

Issue Date: 11 July 2011

Part A – Consumer protection cover

We will indemnify you for your:

- (a) legal liability to pay compensation (including liability for **consequential financial loss**) arising from any:
 - (i) **defect in domestic electrical work**; or
 - (ii) **non-completion of domestic electrical work**;performed by you in Queensland during the **period of insurance** and for which a **certificate of test** is required; and
- (b) **Trade Practices Liability** (including liability for **consequential financial loss**) arising from **domestic electrical work** performed by you in Queensland during the **period of insurance** and for which a **certificate of test** is required.

We will not be liable for any claims that you first notify to us after the expiration of seven (7) years from:

- (a) the date of issue of a **certificate of test**; or
- (b) if you did not issue a **certificate of test** in relation to the **domestic electrical work**, seven (7) years after you stopped carrying out the **domestic electrical work**.

If you fail to complete **domestic electrical work** for any reason, then we will not be liable for any liability that exceeds the value of the **domestic electrical work** that you performed.

Part B – Testing cover

We will indemnify you for your liability to pay compensation for **consequential financial loss** arising from a **certificate of test** issued by you in **the period of insurance** in relation to **electrical work** performed by you or any other person in Queensland.

Part C – Incorrect advice or design

We will indemnify you for your liability to pay compensation for **consequential financial loss** arising from incorrect advice or design by you in connection with **electrical work** in the **period of insurance**.

ADDITIONAL BENEFIT

1. Legal costs and expenses

We will also pay for all reasonable legal costs and expenses associated with the successful enforcement of a claim against you or us.

AMOUNT OF INSURANCE

The maximum payable under this endorsement is:

- (a) \$50,000 for any one claim or series of claims arising out of or related to a **certificate of test** or \$50,000 for each domestic installation if the **certificate of test** is performed as part of **domestic electrical work** and relates to more than one **domestic dwelling**;
- (b) \$50,000 for **trade practices liability** claims under Part A. However, we will not pay more than the **insured amount** stated in the **schedule**.

Enterprise Business Insurance

Certificate of Currency

CONDITIONS

These conditions apply to this endorsement. The conditions contained in the Legal Liability section and any other conditions of your policy applicable to that section also apply to this endorsement.

1. Deemed acceptance of claims

In relation to cover under Part A, if we do not notify you otherwise within 90 days of a claim being made by you and notified to us in writing, we will be deemed to have:

- (a) indemnified you for the claim; and
- (b) agreed to resolve the claim directly with the person who has made the claim against you.

The above is subject to any extension of time obtained by us from you or the dispute tribunal in writing.

2. Misrepresentation, fraud or non-disclosure

We will not refuse to cover you under Part A of this endorsement on the ground that this cover was obtained by misrepresentation, fraud or non-disclosure by you or anyone acting on your behalf.

3. Recovery from you

If we pay a claim under this endorsement we may recover the amount paid from you if the claim:

- (a) arose from **non-completion** other than by reason of your death;
- (b) arose from a **defect**, other than the use of materials (other than materials supplied by the customer or on behalf of the customer) in the **domestic electrical work** that are not new unless the **domestic electrical services contract** expressly permits the use of materials that are not new; and
- (c) arose from **non-completion of domestic electrical work or a defect** in the **domestic electrical work** as a result of fraudulent or dishonest behaviour by you.

4. Deemed notice of defect

If a person gives notice of a **defect** in writing to you or to us, that person is to be taken for the purposes of this endorsement to have given notice of every **defect** of which the **defect** notified is directly or indirectly related, whether or not the claim in respect of the **defect** that was actually notified has been settled.

5. Claimant may enforce this endorsement directly in some cases


Any person who is entitled to claim against you in respect of any liability for which you are indemnified under Part A or Part B may enforce this endorsement directly against us for their own benefit if:

- (a) you refuse or decline to make a claim under this policy; or
- (b) there is an irretrievable breakdown of communication between you and us.

For the purposes of such enforcement the person has the same rights and entitlements as you would have under any legislation applicable to you. We will pay the person claiming despite any failure by you to account for any applicable excess. However we can then recover the excess from you as a debt.

6. Section 54 of the Insurance Contracts Act, 1984

Issue Date: 11 July 2011



We will not rely on section 54 of the Insurance Contracts Act 1984 (Cth) to reduce our liability under this endorsement or to reduce any amount that is otherwise payable in respect of a claim by reason only of a delay in a claim being notified to us if:

- (a) the person who makes the claim against you notified you of the claim either orally or in writing; or
- (b) the person who makes the claim against you notified us in writing;

within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of some fact or circumstances that might give rise to the claim.

7. Notification of settled claims

We will notify the electrical licensing board in writing of the settling or payment of any claim under this endorsement as required by the electrical licensing board.

8. Claims co-operation

You must:

- (a) make all reasonable efforts to assist and inform us about any claim; and
- (b) at our request, inspect, rectify or complete any **electrical work** the subject of a claim unless the building owner or any person acting on their behalf refuses you access to the site.

If a building owner or any person acting on their behalf unreasonably refuses you access to the site, we may reduce the amount of any claim under this policy by an amount that reasonably represents the cost resulting from the refusal.

9. Cancelling your insurance

We agree that cancellation of this endorsement:

- (a) will only take effect 30 days after we give notice to you and the Electrical Safety Board of the proposed cancellation; and
- (b) has no effect on any of our obligations under this endorsement in relation to **electrical work** carried out while the endorsement was in force.

10. Compliance with legal orders

We will comply with any order made against you by a court or any other competent judicial body in respect of liability for which you are indemnified under this endorsement.

11. Conflict with requirements

If the terms of this endorsement conflict, or are inconsistent with, the insurance requirements under section 43 of the Electricity Safety Regulation (QLD) 2002 then this endorsement insures you in accordance with those requirements.

12. Legislation Amendment

A reference to a specific Act, Regulation, Ministerial Order or legislation in this endorsement also means any amendment, revision or replacement of that specific Act, Regulation, Ministerial Order or legislation.

Vero Enterprise is a division of
Vero Insurance Limited
ABN 48 005 297 807

Enterprise Business Insurance

Certificate of Currency

EXCLUSIONS

These Exclusions apply to this endorsement. The Exclusions in the Legal Liability section and the General exclusions in your policy also apply to this endorsement.

We will not be liable for claims in respect of:

- (a) fair wear and tear or depreciation of **electrical work**;
 - (b) a failure to maintain **electrical work**;
 - (c) **consequential financial loss** resulting from or in any way connected with **electrical work** other than **domestic electrical work**;
 - (d) exposure to asbestos;
 - (e) the legal costs of any person making a claim against you unless those legal costs relate directly to a liability that is covered under this endorsement;
 - (f) liquidated damages for delay that arises under any contract. This exclusion does not apply to any increase in rectification costs caused by the delay;
 - (g) **personal injury** or **damage to property** caused by or arising out of repair, maintenance or servicing of any aircraft or watercraft or the installation of any part into or onto an aircraft or watercraft; and
 - (h) liability resulting from any product defect.
-