



Woodina
Underwriting Agency

Woodina Underwriting Agency Pty Ltd
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Professional Indemnity Insurance Certificate of Currency

Policy No: 2021-CO29390-59954

Date: 05 May 2021

Insured: Michael Sanders T/As Premium Pre Purchase Inspections

Period of Insurance: 25 May 2021 to 25 May 2022 at 4pm AEST both days

Professional Services: Pre-purchase building inspections and pest inspections

Limit of Indemnity - any one claim: \$1,000,000

Limit of Indemnity - in the aggregate: \$2,000,000

Deductible: \$5,000

Deductible Type: Inclusive of costs and expenses

Retroactive Date: 25 May 2016

Wording: Construction Professions PI Wording 02_21

Claims Handling: Woodina inhouse solicitors claims model

Endorsements: Activities Restriction - Building Certification
Costs in addition
Costs inclusive deductible
Inspections write-back
Non-Compliant Building Materials Exclusion - Construction Professionals

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL21028 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. 2021-CO29390-59954

Activities Restriction - Building Certification

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.

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**.

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**.

Inspections write-back

Exclusion 6.10 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 or pre-purchase property inspection or the provision of any pest 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 licensed.

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 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.