

# CERTIFICATE OF CURRENCY



Agent for the Victorian WorkCover Authority

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## 1. STATEMENT OF COVERAGE

The following Workcover Insurance policy covers the employer's liability under the Accident Compensation Act 1985 (and amendments)

Situation: Anywhere in Victoria or as stipulated under Section 84 of the Accident Compensation Act 1985

This certificate is valid from: 30/06/2008

to: 30/06/2009

The information provided in this Certificate of Currency is correct at: 19/07/2008

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## 2. EMPLOYER'S INFORMATION

Employer or Policy Number:

6745026

Legal Name:

INTEGRITY TESTING P/L

Trading Name

ABN:

66061419985

ACN/ARBN:

061419985

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## 3. IMPORTANT INFORMATION

This policy commences and finishes at 4.00pm on the dates specified above.

A handwritten signature in black ink, appearing to read 'e. Todarello', is written over a light blue horizontal line.

Caterina Todarello  
Policy Services Manager

### **CGU Workers Compensation (Vic) Limited**

For and on the behalf of the Victorian Workcover Authority

ACN 005 297 781

Level 5, 477 Collins Street Melbourne VIC 3000 DX 605 Melbourne

G.P.O. Box 2090S Melbourne VIC 3001

Telephone 03 8630 1000

Toll Free 1800 066 204

Claims Dept Fax: 03 8804 9429

Premium Dept Fax 03 8804 9406



# CONSIDINES INSURANCE SERVICES PTY LTD

ABN: 79 100 847 523

ACN: 100 847 523

AFS Licence Number 240260

Trading as

SUITE 8, 16-18 Croydon Road  
(PO Box 407) Croydon CROYDON  
VIC...3136

P/O BOX 407 Tel: (03)9725 3200

Fax: (03)9725 7156

Mob:

insurance@considines.net.au

**Attention:** David Tongue

**From:** AMANDA BROWNLIE

We hereby confirm that we have arranged the insurance cover mentioned below:

Integrity Testing Pty Ltd  
7 Ironbark Court  
WALLAN VIC 3756

## CERTIFICATE OF CURRENCY

**Date:** 6/06/2008

**Our Reference:** INTEGRITY

**RENEWAL**

Page 1 of 2

**Class of Policy:** BROADFORM LIABILITY

**Insurer:** ALLIANZ AUST INSURANCE LTD

LEVEL 28, MARLAND HOUSE, 570 BOURKE ST, MELB

ABN: 15 000 122 850

**The Insured:** Integrity Testing Pty Ltd

**Policy No:** 32 0293204 LCP

**Invoice No:** 10860

**Period of Cover:**

From 6/05/2008

to 6/05/2009 at 4:00 pm

### Details:

See attached schedule for a  
description of the risk insured

### IMPORTANT INFORMATION

The Proposal/Declaration:-

☐

is to be received and accepted  
by the Insurer

☒

has been received and accepted  
by the Insurer

The total premium as at the  
above date is:-

☐

to be paid by the Insured

☐

part paid by the Insured

☒

paid in full by the Insured

Please note that the policy defined above is subject to the receipt of the Proposal  
Declaration and acceptance by the Insurer (if not already completed and accepted)  
and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

<b>Class of Policy:</b> BROADFORM LIABILITY	<b>Policy No:</b> 32 0293204 LCP
<b>The Insured:</b> Integrity Testing Pty Ltd	<b>Invoice No:</b> 10860
	<b>Our Ref:</b> INTEGRITY

Insured Name: Integrity Testing Pty Ltd

Principal Situation: 1 Banksia Court,  
Strathdale Victoria 3550

The Business: Consulting Engineers

Limits of Indemnity

Public Liability: \$20,000,000 any one originating cause

<b>Policy Class</b>	: Professional Indemnity - Construction
<b>Underwritten by</b>	: Dexta Corporation Limited
<b>Policy Number</b>	: 00067109
<b>Period of Insurance</b>	: 18/07/2008 to 18/07/2009 at 4.00pm
<b>Insured</b>	: Integrity Testing Pty Ltd (Myola East)
<b>Professional Business</b>	: Consulting Engineers and Engineering Surveyors
<b>Limit of Liability</b>	: \$10,000,000     The Limit of Liability is each and every claim and in the aggregate any one Period of Insurance
<b>Excess</b>	: \$ 5,000     each and every claim or series of claims arising from the same originating cause (inclusive of costs)
<b>Contract Wording</b>	: Professional Indemnity Wording PIMISCO704
<b>Retroactive Date</b>	: 18 July 2005 – excluding known claims or circumstances  Retroactive cover extends the policy to cover work carried out prior to the inception date of this policy. No cover is available for events that occurred prior to the retroactive date.
<b>Territorial Scope / Jurisdictional Scope:</b>	: Australia and New Zealand
<b>Optional Extensions</b>	: Partners Previous Business     Not Taken Fidelity     Not Taken
<b>Endorsements</b>	: Manufacture & Construction Endorsement Personal Injury & Property Damage: Inspections Exclusion General Endorsement

**This Policy is Underwritten by Axis Specialty Europe Ltd.**

Dexta is properly authorised under Australian law and by Axis Specialty Europe Limited (Axis) to facilitate this business. Axis has an S&P financial strength rating of "A" strong claims paying ability. Axis are regulated by the Irish Financial Services Regulatory Authority, and not authorised under the Insurance Act 1973 (Cth). The Insurance Act establishes a system of authorisation and financial supervision for general insurers in Australia. For extra information, including corporate history and latest financial reports please visit [www.axiscapital.com](http://www.axiscapital.com).

## **Endorsements**

### **Manufacture & Construction Endorsement**

The Insurer shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured directly or indirectly arising from any defect or alleged defect to anything manufactured, supplied, installed, fabricated, assembled, erected, treated, serviced, repaired or maintained by the Insured except as arising directly from the Insured's designs, drawings or specifications made by a tertiary qualified engineer or person with similar or higher qualifications by reason of education and experience. Furthermore The Insurer shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured directly or indirectly arising from the supervision of construction, installation, fabrication, assembly, erection, treatment, service, repair or maintenance unless such supervision is as a specifically contracted Construction Manager or Project Manager.

### **Personal Injury & Property Damage: Inspections Exclusion**

The Insurer shall not be liable under this Policy to provide indemnity in respect of any Claims against the Insured directly or indirectly arising from Personal Injury or Property Damage caused in the course of inspection, drilling, testing or sampling.

For the purpose of this endorsement Personal Injury shall mean:

personal injury, sickness, disease or the death of any person including but not limited to mental injury, anxiety, stress, emotional upset or nervous shock.

For the purpose of this endorsement Property Damage shall mean:

physical loss of, damage to or destruction of any tangible property including the loss of use thereof or any consequential loss.

### **General Endorsement - Limit of Liability**

It is hereby noted and agreed, the limit of indemnity in respect of any Claim arising directly or indirectly out of bridge work or pole inspections shall be as follows;

Limit of Liability any one Claim \$1,000,000 Limit of Liability in the Aggregate \$2,000,000

**Claims Made Policy:**

This policy is a "claims made" policy of insurance. This means that the policy indemnifies You for claims made against You and notified to the insurers during the period of insurance. The policy does not provide indemnity in relation to:

- claims arising from facts or circumstances that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made, threatened or intimated against You prior to the commencement of the period of insurance;
- claims made against You after expiry of the period of insurance even though the facts or circumstances giving rise to the claim may have occurred during the period of insurance;
- claims arising from facts or circumstances notified under any previous insurance policy;
- claims arising from facts or circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- claims arising from facts or circumstances of which You first became aware prior to the commencement of the period of insurance, and which You knew or ought reasonably to have known had the potential to give rise to a claim under this policy (unless You have been continuously insured).

However, where You give written notice to the insurers as soon as practicable during the period of insurance of any facts or circumstances of which You first become aware during the period of insurance, and which have the potential to give rise to a claim against You in the future, the policy will indemnify You notwithstanding that the claim is made against You after the expiry of the period of insurance, subject of course to all the terms of the policy.

**Under-insurance**

The policy provides that if a payment in excess of the limit of liability available under the policy is made to dispose of a claim, the insurers' liability for defence costs incurred with their consent shall be such proportion of the total defence costs as the limit of liability available under the policy bears to the amount paid to dispose of the claim. Where the insurers have incurred more than their share of defence costs, You are liable to repay the additional amount to them. Alternatively, the insurers may set off that additional amount against Your entitlements under the policy.

**Rights of Recovery**

The policy does not cover liability, loss or damage in respect of which You have at any time foregone, excluded or limited a right of recovery.

**What you must do**

- Know what the policy covers and what it doesn't.
- Tell it like it is

**Know what the policy covers (and what it doesn't)**

Although the insurer has an obligation under the law to clearly explain the policy to you, make sure you understand what you're being covered for.

**Change of occupation:**

The business activity noted on the proposal is the only activity covered under the policy ie. if you state that you are a Structural Engineer, only the activities of a Structural Engineer are covered. If your job activity has changed since you started your business eg. you started out as a Civil Engineer but five years ago you became a Structural Engineer then we need to know about these changes otherwise there will be no coverage for claims that come in that refer to your previous occupation.

**Disclosures:**

If you proceed with the cover, we must stress out the importance that all questions on the proposal form were answered fully and honestly to the best of your knowledge. Failure to disclose relevant information could result in the Insurer refusing to pay your claim. The same penalties can apply if you provide inaccurate or incomplete information. In particular with Professional Indemnity insurance it is very important that a full description of your job activities are disclosed as the insurance is issued on the basis of that job description.

**Tell it like it is**

It is important that you inform the insurer of any relevant information that could effect the insurers decision on whether to renew your policy or not. This is called your "duty of disclosure" and this duty applies not only when the policy is taken out but also at each renewal. Relevant information would include but not be limited to:

- changes to your business activities
- incidents that could potentially turn into a claim.
- if any of the insured persons has been charged or convicted of a criminal offence

If you do not disclose relevant information, you may have misled the insurer about the risk they are accepting. As a result, the insurer may be entitled to refuse to pay any claim you make.

**The role of an Insurance Broker:**

As your insurance broker, our role is to advise and arrange the appropriate covers as well as provide ongoing service eg. changes to cover during the year and negotiating renewal terms at the end of the policy term.

Included in this premium is our broker fee of \$Nil. This fee helps pay for the extra costs borne by our firm eg. placing of cover, arranging completion of proposal forms, renewal forms and declarations and the issuance and postage of the policy documents.

We also provide guidance and help on any claim you may have during the year. This is when you will appreciate our help the most. After all, we know what the policies cover, how the Insurers process claims and how the loss assessors operate. There are no further costs for this service.

**Cancellations:**

Please note that in the event of cancellation of a policy before the expiry date some insurers make refunds of premiums based on monthly or quarterly apportionments and therefore there may be a minimum charge for the time on cover. You will also be obliged to pay this firm's commission which is deducted from the Insurers refund and any other broker fee that has been applied. Before making any decision to cancel this policy you should consult us concerning the charges involved and commission and fees which will be retained by us.

**What should I do if I have a complaint?**

Contact us about your complaint. If your complaint is not satisfactorily resolved within 21 days, please contact the Complaints Officer on (03) 9878-8999 or put your complaint in writing and send it to our Complaints Officer. We will try and resolve your complaint quickly and fairly. We are also a member of the Insurance Brokers Disputes Limited (IBDL). If your complaint cannot be resolved satisfactorily you have the right to refer the matter to IBDL. IBDL can be contacted on 1800-064-169.

**Risk Management:**

1. Read your policy for all details of coverage, exclusions & endorsements.
2. Make sure that the business description is accurate ie. if the policy says "Professional Services/Business is - Bookkeeping", then only the duties of bookkeeping are covered.
3. Make sure that you advise the Insurer of any circumstances that may result in a claim before the expiry date of the policy.

**Common Reasons Why Claims Are Denied:**

1. The policy does not cover the particular event:
  - (a) Misunderstanding about what the policy covers.
  - (b) Failure to adequately describe the insured's professional services
2. Claims notified outside the policy period
  - (a) Writs, summons etc received after the expiry date of the policy.
  - (b) Notification of potential claims after the expiry date
3. Policy exclusions
4. Known circumstances ie events that the insured knew or should have known about prior to taking out the insurance.
5. Pre-retroactive date ie. claims from events prior to the retroactive date listed on the schedule
6. Non-disclosure of important information on the proposal, information that had the insurer been told may have stopped them issuing cover.
7. Breach of good faith.

Please return this section with your payment to:

Blackburn (Insurance Brokers) Pty.Ltd.  
128 Canterbury Road,  
BLACKBURN SOUTH Vic 3130

**CASH/CHEQUE OR DIRECT DEBIT PAYMENTS:**

Amount Due Payable by 18/07/2008	
Annual	\$ 16,063.93
Or	
Instalment	\$ 3,377.43

Account Name	_____		
Name of Bank	_____	Branch	_____
BSB Number	____ - ____	Account No.	_____
Signature	_____		
Amount Paid	\$ _____		

**Instalments:** If you are taking out the instalment option, there is an additional charge of \$164.64 for each instalment already included in the instalment premium. The first instalment will be owed from the 18/07/2008 and subsequent payments will be deducted on 18<sup>th</sup> of each of the following months for four months.

**Credit Card Payments:**

The bank charges 1.0% for credit card transactions which means on a premium advice of \$1,000 the bank charges us \$10.00 to process the transaction. We have decided to pass on this charge ie. the premium will be loaded by 1.0% if paid by credit card.

**CREDIT CARD PAYMENTS**

Amount Due Payable by 18/07/2008	
Annual	\$ 16,224.57
Or	
Instalment	\$ 3,408.95

Credit card payments – Visa / Mastercard / Bankcard only			
Card No.	____	Expiry Date	____ / ____
Name	_____	Amount Paid	
Signature	_____	\$	_____

Office use only: R

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Account Executive: Christina Ryan

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