CERTIFICATE OF CURRENCY
Arena/Berkley Combined Fire Protection
Our Reference: 24030014

POLICY NUMBER: ARBIAF000302

INSURED: Adair Evacuation Consultants Pty Ltd
T/as Adair Evacuation Consultants
T/as Adair Fire Audit & Certification
T/as Safety Maps
T/as Evac Graphics

INSURED ADDRESS: Tuggerah NSW 2259

THE BUSINESS: Certification work of fire protection equipment, fire protection training, block plans, evacuation diagrams and manuals, YAH diagrams, fire safety assessments and fire system design.

SECURITY: Berkley Insurance Company Trading as Berkley Insurance Australia

PERIOD OF INSURANCE: 07/03/26 to 07/03/27 At 4pm Local Time

Covering

Section 1 Public Liability	INSURED
Section 2 Products Liability	INSURED
Section 4 Professional Indemnity	INSURED
Section 5 Management Liability	NOT INSURED
Employee Theft & Third Party Crime	NOT INSURED
Theft & Crime Investigation Costs and Data Reproduction Costs	NOT INSURED

FPAA/NFIA Continuous Membership Condition

It is a condition of this policy that the Insured is a member of the Fire Protection Association Australia (FPAA) or the National Fire Industry Association (NFIA) and maintains membership for the duration of the policy.

EXTENSION APPLICABLE TO SECTION 4
4.3 Reinstatement of the Indemnity Limit

If the Indemnity Limit is partially reduced or exhausted by any Claim, Claims and/or Defence Costs then We will reinstate the Indemnity Limit for any subsequent Claims covered by Insuring Clause 4.1 and 4.2 Defence Costs, PROVIDED ALWAYS THAT:
4.3.1 such reinstatement shall only apply to subsequent Claims and Defence Costs that are totally unrelated or unconnected to the Claim, Claims and/or Defence Costs that reduced or exhausted the Indemnity Limit; and
4.3.2 We will be liable for no more than twice the Indemnity Limit in the aggregate in respect of all Claims and Defence Costs (other than Defence Costs which are stated to be "in addition" as per Insuring Clause 4.2 Defence Costs this policy).

Hazardous Sites Exclusion

The Insurer shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with:

1. Railway or Metro lines or tunnels unless such lines or tunnels are

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closed to all trains and passengers
2. Road tunnels: Any work conducted within road tunnels unless such road tunnels are closed to all traffic
3. Airside Areas of Airports: This includes, but is not limited to, tarmacs, refuelling areas, and areas where maintenance is carried out on all types of aircraft
4. Emergency Departments at Hospitals or Medical Centres: Any work performed in, entering or leaving emergency departments
5. Drug Rehabilitation Centres: Any work conducted in or around drug rehabilitation centres
6. Power stations/power lines, public utilities including associated infrastructure
7. Offshore - Oil and/or gas production facilities, oil rigs and/or gas pipelines of any kind
8. Onshore Refineries, bulk storage or production facilities for petrol, oil or gas including associated pipelines and infrastructure
9. Chemical plant including bulk storage and production facilities of any kind
10. Underground mines
11. Above ground mine, open cut mine and/ or quarries however clause 11. of this Exclusion shall not apply when activities are declared to and approved by the Insurer in writing.
12. Data centres &/or mainframes

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance. To the extent that any parts of the above exclusions are found to be invalid or unenforceable, the remainder of each exclusion and all other exclusions shall remain in full force and effect.

Personal Injury to Contractors, Sub-contractors and Labour Hire Excess

Where a Personal Injury to Contractors, Sub-Contractors and Labour Hire Excess is shown in the Schedule that amount shall apply to any Occurrence in respect of Personal Injury to any Labour Hire Worker, Contractor or Sub-Contractor, including any subsequent workers compensation subrogation actions against the Insured in relation to such Personal Injury. The Excess shall be inclusive of all Defence Costs.

For the purposes of this endorsement:

1. Contractors or Sub-Contractors shall mean any contractors or sub-contractors or any person employed by such contractors or sub-contractors whilst performing activities for or on behalf of the Insured in connection with the Business.

2. Labour Hire Worker shall mean:

a. any person employed by a labour hire company whilst performing activities for or on behalf of the Insured in connection with the Business; or

b. any employee or contractor of one Insured whilst performing activities for or on behalf of any other Insured in connection with the other Insured s Business.

Subject otherwise to all other terms, Conditions, Exclusions, Definitions and limitations of this insurance.

Claims-Made Contract (Applicable to Sections 4 and 5 only)

The Professional Indemnity and Management Liability sections on this Policy are a **claims-made** insurance contract. i.e. The Policy will only cover claims made against You, the Insured, that are notified to the Insurer during the period of insurance.

However, provided You give the Insurer notice in writing of any facts that might give rise to a claim against You, as soon as reasonably practicable after your become aware of those facts and before the expiry date of the

policy, then this insurance will respond, notwithstanding the fact that no claim has actually been made against you prior to the expiry date.

This condition does not apply to Section 1 and 2 Public and Products Liability Insurance, which are based on an Occurrence Wording.

Listed Human Disease Exclusion GL 2018

We shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

a) 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

b) 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 all other terms, Conditions, Exclusions and limitations of this insurance.

PFAS Definition & PFAS Exclusion Notice

The PFAS Definition and PFAS Exclusion apply to this policy and form part of the coverage terms. A copy of the applicable wording is attached to this schedule for reference and should be reviewed in conjunction with the policy documentation.

Minimum Premium Condition

This policy is subject to minimum premiums. The minimum premium relating to the Public Liability section is 75% of that premium amount which is shown on the policy schedule at the inception of the period of insurance for this policy. We will not refund more than 25% of this premium and government charges if the policy is cancelled before it has run the full term or if your turnover or other information used to underwrite this policy changes during the period of insurance.

We will not refund any portion of the premium for Professional Indemnity and/or Management Liability sections and we will not refund any portion of our fee at any time.

Sum Insured

Section 1 Public Liability
Limit of Liability $20,000,000 (Any one Occurrence)
Defence Costs in Addition

Sub-limits:
Property in your Care, Custody or Control $250,000 (aggregate limit)

Section 2 Products Liability
Limit of Liability $20,000,000 (Any One Period of Insurance)
Defence Costs in Addition

Section 4 Professional Indemnity
Limit of Liability $10,000,000 (Any One Period of Insurance)
Defence Costs in Addition

Section 4 Retroactive Date: 7 March 2024

Excess

Section 1 Public Liability
Each & every occurrence: $500
Water damage claims: $5,000
Personal injury to contractors, sub-contractors and labour hire personnel: $5,000
Defence Cost Exclusive

Section 2 Products Liability
Each & every occurrence: $500
Water damage claims: $5,000
Personal injury to contractors, sub-contractors and labour hire personnel: $5,000
Defence Cost Exclusive

Section 4 Professional Indemnity
Each and every claim: $2,500
Defence Cost Exclusive
Reproduction Costs: $5,000

Geographical Limits

Australia Wide Only

Binder Advice Warning

Berkley Insurance Company Trading as Berkley Insurance Australia (ABN 53 126 559 706) is the Insurer of this Policy.

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

POLICY WORDING: BIA Arena Encore FPI 2 - April 2021

SERVICE OF NOTICES: Notices for claims or disputes under this policy must be served upon the Underwriter and not the Agent. The Agent holds no authority to accept claims or disputes.

Underwriter: Berkley Insurance Australia (ABN 53 126 559 706, AFS 463 129)

Postal Address: Level 7, 321 Kent Street Sydney NSW 2000

Email: australiaclaims@berkleyins.com.au

SPECIAL NOTE

This Certificate of Currency is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

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