

**Professional Indemnity Insurance  
Certificate of Currency**

QBE Insurance (Australia) Ltd  
Head Office  
Level 5, 2 Park Street  
Sydney NSW 2000  
ABN: 78 003 191 035  
AFS Licence No: 239545



Policy Number 567605665PID

Issued By  
QBE Insurance (Australia) Ltd

**Period of Insurance**  
**From** 31/05/2020  
**To** 31/05/2021 at 4pm

This certificate acknowledges that the policy referred to is in force for the period shown.  
Details of the cover are listed below.

**Named Insured**

RIVER CITY TREES PTY LTD

<b>Civil Liability Cover</b>	<b>Limit</b>	<b>Deductible</b>
Limit of indemnity, any one claim	\$1,000,000	\$1,000 Each and every claim
Limit of indemnity, in the aggregate	\$2,000,000	

This Policy Schedule should be read in conjunction with the Policy terms, Conditions, Definitions and Exclusions as detailed in the enclosed Policy Wording QM814-1118 CIVIL LIAB PI.

**Clauses**

**R01**

Costs in Addition Endorsement

In respect of a Claim, We agree to pay defence costs, in addition to the limit of indemnity (but only up to an amount equal to the limit of indemnity) or \$5,000,000, whichever is the lesser.

**AR7**

Arborist Physical Labour Exclusion

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following:

Arborist Physical Labour Exclusion

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of tree cutting, clipping, pruning, removal, transplanting and/or stump grinding activities in



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## Cover Details *continued*

### **Clauses *continued***

the conduct of your profession.

All other terms and conditions of the Policy remain unchanged.

#### **02T**

PPI02T : Agricultural Consultants Exclusion

Goods Sold Stored Supplied and Distributed Exclusion (Agric)

We shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured arising directly or indirectly based upon, attributable to, or in consequence of:

- (i.) the sale, storage, supply or distribution of any good, or
- (ii.) any actual, or alleged, provision of advice associated with the sale, storage, supply or distribution of any good, by the Insured except for a breach of professional duty arising from advice or specification provided by the Insured where the Insured has:
  - (a) charged a fee for professional services, and
  - (b) has provided advice or specification separately and in addition to the cost of the good that is subject to sale, supply or distribution.
- (iii) the provision of valuation services;
- (iv) the provision of expert opinion or advice for inclusion in or as information attaching to any prospectus, information memorandum, due diligence or other representation used for the purposes of any takeover, merger, acquisition or capital or debt raising;
- (v) the provision of management advice or services associated with any agricultural project which is run or managed for or on behalf of any entity or fund which is subject to the provisions of the Managed Investment Act;
- (vi) any act, error or omission associated with the cultivation or importation to Australia of genetically modified crops;
- (vii) any act, error or omission as an insurance agent or authorized representative of an insurance company or insurance broker;
- (viii) research and development of any good, treatment or crop.

#### **AR1**

Clearance of Electric Lines Exclusion

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following:

Clearance of Electric Lines Exclusion

This policy does not cover liability arising directly or indirectly out of or by or in connection with any Electric Line Clearance Contracts unless:

1. the work is completed under the direct supervision of an authorised



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## Cover Details *continued*

### Clauses *continued*

- representative of an electricity transmission network provider and/or government authority; and
- 2. such work does not involve any:
  - a. high voltage,
  - b. distribution feeder,
  - c. transmission electric lines, or
  - d. related power supply infrastructure.

For the purpose of this endorsement, Electric Line Clearance Contracts shall mean any contract in connection with any electric line clearance management plan and /or municipal fire prevention plan or similar plan as required under any Australian State or Territory legislation.

All other terms and conditions of the Policy remain unchanged.

### **AR2**

#### Maintenance of High Voltage Exclusion

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following exclusion:

#### Maintenance of High Voltage Exclusion

- This policy does not cover liability arising directly or indirectly out of or caused by or in connection with any Electric Line Clearance Contracts extending to any:
- a. high voltage,
  - b. distribution feeder,
  - c. transmission electric lines, or
  - d. related power supply infrastructure.

For the purpose of this endorsement Electric Line Clearance Contracts shall mean any contract in connection with any electric line clearance management plan and/or municipal fire prevention plan or similar plan as required under any Australian State or Territory legislation.

All other terms and conditions of the Policy remain unchanged.

### **AR3**

#### Amended Profession- Arborist

It is agreed that the meaning of the term 'Your profession' in Section 7: Definitions is deleted and replaced with the following:

Arborist and Arboriculture services

All other terms and conditions of the Policy remain unchanged.



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## Cover Details *continued*

### Clauses *continued*

#### **AR6**

##### Property Damage Exclusion

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following:

##### Property Damage Exclusion

We shall not be liable under this policy to provide indemnity in respect of any claim made against you arising directly or indirectly out of, based upon, attributable to or in connection with property damage unless arising from a breach of professional duty in the conduct of your profession, by you or on your behalf.

For the purpose of this exclusion, property damage shall mean physical loss of, or damage to, or destruction of, any tangible property (other than any document), including loss of use thereof or any consequential loss.

All other terms and conditions of the Policy remain unchanged.

#### **AR4**

##### Escape of Fire Exclusion

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following:

##### Escape of Fire Exclusion

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of the escape of fire.

All other terms and conditions of the Policy remain unchanged.

#### **AR5**

##### Tree Lopping Activity Exclusion Writeback

It is hereby noted and agreed that Section 4: Exclusion Excluded activities is deleted and replaced with the following:

##### Excluded activities

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of:

1. research and development by trial and error of any good, treatment or crop;
2. any act, error or omission as an Australian Financial Services



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## Cover Details *continued*

### **Clauses *continued***

- Licensee or authorised representative of an Australian Financial Services Licensee;
3. any advice or professional opinion used as part of a disclosure document, information memorandum or other due diligence, or for the purpose of any takeover, debt raising or equity funding;
  4. the provision of management advice or services associated with any agricultural project which is run or managed for or on behalf of any entity or fund which is subject to the provisions of the Managed Investment Act (1998); or
  5. any advice in relation to the cultivation, use or import of genetically modified organisms.

All other terms and conditions of the Policy remain unchanged.

### **AR8**

#### **UNDERGROUND SERVICES (TOTAL) EXCLUSION (DIAL BEFORE YOU DIG)**

It is hereby noted and agreed that Section 4: Exclusions is amended to include the following:

#### **UNDERGROUND SERVICES (TOTAL) EXCLUSION (DIAL BEFORE YOU DIG)**

We shall not be liable under this Policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of any property damage to underground services or other underground property and/or structure if you have not determined the exact location of such services, property or structures prior to the commencement of any work from the relevant authorities.

All other terms and conditions of the Policy remain unchanged.

## **End of Certificate**