



## Certificate of Currency

26 March 2024  
Ref: 22050004

**Re: RAPID AQUATIC SOLUTIONS PTY LTD**

This certificate of insurance confirms that cover has been issued subject to payment, policy terms and conditions.

**Class** : PUBLIC LIABILITY  
**Policy No.** : 1608GL11591  
**Period** : 31/03/24 to 31/03/25  
**Insurer** : LLOYD'S OF LONDON - GENERAL LIABILITY

**Covering:**

INSURED: RAPID AQUATIC SOLUTIONS PTY LTD  
CERTIFIED POOL SYDNEY PTY LTD T/AS CERTIFIED POOL

SITUATION: LVL 1, 233-237 MILITARY RD, CREMORNE NSW 2090

CERTIFIERS: GRANVILLE HARRIS

UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT  
NUMBER ASRPLB2024  
UNIQUE MARKET REFERENCE NUMBER: B1670ASRPLB2024

NOTE THAT IN EFFECTING THIS CONTRACT WE ARE ACTING UNDER THE AUTHORITY GIVEN TO US BY CERTAIN UNDERWRITERS AT LLOYD'S AND ARE ACTING AS AN AGENT FOR THE INSURER AND NOT THE INSURED.

**COVERAGE**

LEGAL LIABILITY IN RESPECT TO SWIMMING POOL FENCE INSPECTIONS INCLUDING POOL SAFETY INSPECTIONS ONLY. **EXCLUDES ALL OTHER BUSINESS ACTIVITIES**

JURISDICTION: WORLDWIDE EXCLUDING USA AND CANADA

LIMIT OF INDEMNITY: \$10,000,000 EACH & EVERY OCCURRENCE BUT IN THE ANNUAL AGGREGATE IN RESPECT OF PRODUCTS LIABILITY.

EXCESS: \$1,000 EACH & EVERY CLAIM  
(INCLUSIVE OF COSTS & EXPENSES)

Coverholder at **LLOYD'S**



POLICY WORDING: SWIM POOL INSPECTORS LIABILITY WORDING VERSION 01/11/2018

**CONDITIONS OF COVER**

- \* INCIDENT REPORTING PROCEDURES TO BE IMPLEMENTED WITHIN ONE WEEK OF INCEPTION INCLUDING PROCEDURES TO INFORM INSURERS OF ALL INCIDENTS WITHIN SEVEN DAYS ONCE FIRST NOTIFIED
- \* REMITTANCE MUST BE RECEIVED IN OUR OFFICE WITHIN THIRTY (30) DAYS OF RENEWAL OF COVER.

**EXTENSIONS:**

- AS PER POLICY WORDING

**MAJOR EXCLUSIONS**

- AS PER POLICY WORDING

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**ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY**

**PROFESSIONAL INDEMNITY & ADVICE EXCLUSION**

THIS POLICY DOES NOT COVER LIABILITY DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM ANY ERROR OR INADEQUACY IN INSTRUCTION, ADVICE, INFORMATION OR PROFESSIONAL SERVICE RENDERED FOR A FEE.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

NO (RE)INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO (RE)INSURER SHALL BE LIABLE TO PAY ANY CLAIM OR PROVIDE ANY BENEFIT HEREUNDER TO THE EXTENT THAT THE PROVISION OF SUCH COVER, PAYMENT OF SUCH CLAIM OR PROVISION OF SUCH BENEFIT WOULD EXPOSE THAT (RE)INSURER TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS OR THE TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM OR UNITED STATES OF AMERICA.  
LMA3100

**SEVERAL LIABILITY NOTICE**

THE SUBSCRIBING (RE)INSURERS' OBLIGATIONS UNDER CONTRACTS OF (RE)INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING (RE)INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING (RE)INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS.  
LSW 1001 (INSURANCE)

**COMMUNICABLE DISEASE EXCLUSION**

1. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY, THIS POLICY DOES NOT COVER ALL ACTUAL OR ALLEGED LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, DIRECTLY OR INDIRECTLY AND REGARDLESS OF ANY OTHER CAUSE CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE, ORIGINATING FROM, CAUSED BY, ARISING OUT OF, CONTRIBUTED TO BY, RESULTING FROM, OR OTHERWISE IN CONNECTION WITH A COMMUNICABLE DISEASE OR THE FEAR OR THREAT (WHETHER ACTUAL OR PERCEIVED) OF A COMMUNICABLE DISEASE.
2. FOR THE PURPOSES OF THIS ENDORSEMENT, LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, INCLUDES, BUT IS NOT LIMITED TO, ANY COST TO CLEAN-UP, DETOXIFY, REMOVE, MONITOR OR TEST FOR A COMMUNICABLE DISEASE.
3. AS USED HEREIN, A COMMUNICABLE DISEASE MEANS ANY DISEASE WHICH CAN BE TRANSMITTED BY MEANS OF ANY SUBSTANCE OR AGENT FROM ANY ORGANISM TO ANOTHER ORGANISM WHERE:
  - 3.1. THE SUBSTANCE OR AGENT INCLUDES, BUT IS NOT LIMITED TO, A VIRUS, BACTERIUM, PARASITE OR OTHER ORGANISM OR ANY VARIATION THEREOF, WHETHER DEEMED LIVING OR NOT, AND
  - 3.2. THE METHOD OF TRANSMISSION, WHETHER DIRECT OR INDIRECT, INCLUDES BUT IS NOT LIMITED TO, AIRBORNE TRANSMISSION, BODILY FLUID TRANSMISSION, TRANSMISSION FROM OR TO ANY SURFACE OR OBJECT, SOLID, LIQUID OR GAS OR BETWEEN ORGANISMS, AND
  - 3.3. THE DISEASE, SUBSTANCE OR AGENT CAN CAUSE OR THREATEN BODILY INJURY, ILLNESS, EMOTIONAL DISTRESS, DAMAGE TO HUMAN HEALTH, HUMAN WELFARE OR PROPERTY DAMAGE.

LMA5396 17 APRIL 2020

**CYBER AND DATA TOTAL EXCLUSION ENDORSEMENT**

1 NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS

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POLICY OR ANY ENDORSEMENT THERETO THIS POLICY DOES NOT APPLY TO ANY LOSS, DAMAGE, LIABILITY, CLAIM, FINES, PENALTIES, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY:

- 1.1 CYBER ACT OR CYBER INCIDENT INCLUDING, BUT NOT LIMITED TO, ANY ACTION TAKEN IN CONTROLLING, PREVENTING, SUPPRESSING OR REMEDIATING ANY CYBER ACT OR CYBER INCIDENT; OR
- 1.2 LOSS OF USE, REDUCTION IN FUNCTIONALITY, REPAIR, REPLACEMENT, RESTORATION, REPRODUCTION, LOSS OR THEFT OF ANY DATA, INCLUDING ANY AMOUNT PERTAINING TO THE VALUE OF SUCH DATA; REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO.
- 2 IN THE EVENT ANY PORTION OF THIS ENDORSEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3 THIS ENDORSEMENT SUPERSEDES ANY OTHER WORDING IN THE POLICY OR ANY ENDORSEMENT THERETO HAVING A BEARING ON A CYBER ACT, CYBER INCIDENT OR DATA, AND, IF IN CONFLICT WITH SUCH WORDING, REPLACES IT.
- 4 IF THE UNDERWRITERS ALLEGE THAT BY REASON OF THIS ENDORSEMENT THAT LOSS SUSTAINED BY THE INSURED IS NOT COVERED BY THIS POLICY, THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE INSURED.

#### DEFINITIONS

- 5 COMPUTER SYSTEM MEANS ANY COMPUTER, HARDWARE, SOFTWARE, COMMUNICATIONS SYSTEM, ELECTRONIC DEVICE (INCLUDING, BUT NOT LIMITED TO, SMART PHONE, LAPTOP, TABLET, WEARABLE DEVICE), SERVER, CLOUD OR MICROCONTROLLER INCLUDING ANY SIMILAR SYSTEM OR ANY CONFIGURATION OF THE AFOREMENTIONED AND INCLUDING ANY ASSOCIATED INPUT, OUTPUT, DATA STORAGE DEVICE, NETWORKING EQUIPMENT OR BACK UP FACILITY, OWNED OR OPERATED BY THE INSURED OR ANY OTHER PARTY.
- 6 CYBER ACT MEANS AN UNAUTHORISED, MALICIOUS OR CRIMINAL ACT OR SERIES OF RELATED UNAUTHORISED, MALICIOUS OR CRIMINAL ACTS, REGARDLESS OF TIME AND PLACE, OR THE THREAT OR HOAX THEREOF INVOLVING ACCESS TO, PROCESSING OF, USE OF OR OPERATION OF ANY COMPUTER SYSTEM.
- 7 CYBER INCIDENT MEANS:
  - 7.1 ANY ERROR OR OMISSION OR SERIES OF RELATED ERRORS OR OMISSIONS INVOLVING ACCESS TO, PROCESSING OF, USE OF OR OPERATION OF ANY COMPUTER SYSTEM; OR
  - 7.2 ANY PARTIAL OR TOTAL UNAVAILABILITY OR FAILURE OR SERIES OF RELATED PARTIAL OR TOTAL UNAVAILABILITY OR FAILURES TO ACCESS, PROCESS, USE OR OPERATE ANY COMPUTER SYSTEM.
8. DATA MEANS INFORMATION, FACTS, CONCEPTS, CODE OR ANY OTHER INFORMATION OF ANY KIND THAT IS RECORDED OR TRANSMITTED IN A FORM TO BE USED, ACCESSED, PROCESSED, TRANSMITTED OR STORED BY A COMPUTER SYSTEM.

LMA5468

4 NOVEMBER 2020

#### PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION NO. 2

(FOR USE ON LIABILITY INSURANCE POLICIES)

1. THIS POLICY DOES NOT COVER ANY CLAIM FOR ACTUAL OR ALLEGED LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, DIRECTLY OR INDIRECTLY AND REGARDLESS OF ANY OTHER CAUSE CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE, ORIGINATING FROM, CAUSED BY, ARISING OUT OF, CONTRIBUTED TO BY, RESULTING FROM, OR OTHERWISE IN CONNECTION WITH ANY PFAS, SUCH AS ANY PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES FOR EXAMPLE.

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2. FOR THE PURPOSES OF THIS EXCLUSION, LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, INCLUDES, BUT IS NOT LIMITED TO, ANY COST TO CLEAN-UP, DETOXIFY, REMOVE, MONITOR, CONTAIN, TEST FOR OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECT OF ANY PFAS, SUCH AS ANY PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES FOR EXAMPLE.
3. IF UNDERWRITERS ALLEGE THAT THIS EXCLUSION APPLIES TO ANY CLAIM UNDER THIS POLICY THE BURDEN OF PROVING THE CONTRARY SHALL BE UPON THE INSURED.
4. PFAS MEANS ANY ORGANIC MOLECULE, SALT, FREE RADICAL OR ION, THE COMPOSITION OF WHICH INCLUDES AT LEAST ONE:
  - A. PERFLUORINATED METHYL GROUP (-CF<sub>3</sub>); OR
  - B. PERFLUORINATED METHYLENE GROUP (-CF<sub>2</sub>-).

LMA596A  
10TH OCTOBER 2023

This certificate is furnished at the request of the Insured as a matter of information only and does not constitute an insurance contract upon which claims can be made.

For and on behalf of ASR Underwriting Agencies Pty Ltd

Coverholder at **LLOYD'S**