



**Woodina**  
Underwriting Agency

Woodina Underwriting Agency Pty Ltd  
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## Professional Indemnity Insurance Certificate of Currency

**Policy No: 2021-CO16348-65051**

**Date: 27 September 2021**

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<b>Insured:</b>	Elecdata Security Pty Ltd; LER Rail Alliance Pty Ltd; Elecdata Australia Pty Ltd
<b>Period of Insurance:</b>	28 September 2021 to 30 September 2022 at 4pm AEST both days
<b>Professional Services:</b>	Telecommunications cabling design and advisory services
<b>Limit of Indemnity - any one claim:</b>	\$10,000,000
<b>Limit of Indemnity - in the aggregate:</b>	\$20,000,000
<b>Deductible:</b>	\$5,000
<b>Deductible Type:</b>	Exclusive of costs and expenses
<b>Retroactive Date:</b>	Unlimited
<b>Wording:</b>	Construction Professions PI Wording 06_21
<b>Claims Handling:</b>	Woodina inhouse solicitors claims model
<b>Endorsements:</b>	Costs in addition Deductible costs exclusive Tradesmen Train signalling Retroactive date Run off only

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-CO16348-65051

## 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**.

## Deductible costs exclusive

The relevant clause under General Conditions entitled **Deductible** (7.4, 8.4 or 9.4) is amended so that the provision regarding the **Deductible** being exclusive of **Costs and Expenses** is to read as follows;  
Where the **Deductible** is specified to be exclusive of **Costs and Expenses**, the **Deductible** shall not apply to the **Costs and Expenses** to the extent that such **Costs and Expenses** are the cost of time spent by the inhouse solicitors, claims managers and administrative staff of Woodina Law, acting on **Our** behalf.

## Tradesmen

Exclusion 6.3 i) of the **Policy** is amended by adding the words "unless arising directly out of the provision of the **Professional Services**".

## Train signalling

Notwithstanding any other clauses in the **Policy**, **We** shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** against the **Insured** for consequential loss (such as loss of profits, loss of earnings or liquidated damages payable) or **Bodily Injury** or **Property Damage** arising from work undertaken by the **Insured** in respect of railway traffic signalling or rail tracks.

## Retroactive date

It is hereby declared and agreed that the Retroactive Date for Elecdata Australia Pty Limited as Trustee For Elecdata Australia Unit Trust; and Elecdata Security Pty Ltd is unlimited.

## Run off only

**We** shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** arising from work undertaken by

Elecdata Australia Pty Limited as Trustee For Elecdata Australia Unit Trust after 28 September 2021.