

**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 56A020233PID

Issued By  
QBE Insurance (Australia) Ltd

**Period of Insurance**  
**From** 15/04/2019  
**To** 15/04/2020 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**

MCLEOD TREES PTY LTD T/AS MCLEOD TREES, | URBAN TREES & MCLEOD GARDENS

**Cover Details**

**Insured's Profession** ARBORIST - ISA CERTIFIED

Civil Liability Cover	Limit	Deductible
Limit of indemnity, any one claim	\$2,000,000	\$1,000 Each and every claim
Limit of indemnity, in the aggregate	\$4,000,000	

This Policy Schedule should be read in conjunction with the Policy terms, Conditions, Definitions and Exclusions as detailed in the enclosed Policy Wording QM814-1116 CIVIL LIAB PI.

**Clauses**

**01T**

PPI01T : Other Activity Exclusion

We shall not be liable under this Policy to provide indemnity in respect of any Claim against the insured directly or indirectly based upon, attributable to, or in consequence of tree cutting, clipping, pruning, removal, transplanting and/or stump grinding activities.



Policy Number 56A020233PID

## Cover Details *continued*

### Clauses *continued*

#### **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.

#### **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.

#### **03T**

03T : CLEARANCE OF ELECTRIC LINES

This Policy does not cover liability arising directly or indirectly out of or caused by or in connection with any electric line clearance contracts unless the work is completed under the direct supervision of an authorised representative of an Electricity Transmission network provider and/or government authority and such work does not involve any High voltage, Distribution Feeder and/or Transmission electric lines, and/or related power supply infrastructure.



Policy Number 56A020233PID

## Cover Details *continued*

### **Clauses *continued***

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.

In all other respects the terms, conditions and exclusions of this policy remain unchanged

#### **04T**

04T : MAINTENANCE OF HIGH VOLTAGE, DISTRIBUTION FEEDER or TRANSMISSION

MAINTENANCE OF HIGH VOLTAGE, DISTRIBUTION FEEDER or TRANSMISSION LINES

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 High voltage, Distribution Feeder and/or Transmission electric lines, and/or 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.

In all other respects the terms, conditions and exclusions of this policy remain unchanged.

#### **05T**

05T : YOUR PROFESSION

It is understood and agreed that the definition of your profession is amended to read as the provision of arborist and arboriculture advice or written reports

In all other respects the policy remains unchanged.

#### **06T**

06T : PROPERTY DAMAGE EXCLUSION

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

For the purposes of this endorsement 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



Policy Number 56A020233PID

## Cover Details *continued*

### **Clauses *continued***

any consequential loss.

In all other respects the policy remains unchanged.

#### **07T**

##### **07T : 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.

In all other respects the policy remains unchanged.

#### **Q06**

Policy Wording - QM2531

Any reference to any other Policy Wording shown above is deleted in its entirety.

This policy schedule should be read in conjunction with Policy Terms, Conditions, Definitions and Exclusions as detailed in the enclosed Policy Wording "Agricultural Consultants Civil Liability Professional Indemnity Insurance Policy" Reference: QM2531-1116.

The reference to the Insured's profession above is a summary only.

Please refer to the definition of "Your profession" in the Policy Wording for the actual scope of coverage provided.

#### **Herbicide & Pesticide 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 any advice, actual or alleged, in relation to use or application of any chemicals contrary to the manufacturer's instructions for the use or application of the chemicals.

In all other respects the policy remains unaltered.

## **End of Certificate**