

Confirmation of Insurance

14 January, 2019
Ref: 16060162

Re: Yachtworx Australia & as per policy

Class : Marine Combined Liability
Policy No. : TML001098
Period : 09/01/19 to 30/06/19
Insurer : Certain Underwriters at Lloyd's, Under Binder Agreement No B1098M172813 MTRADE2018

Covering:

MARINE COMBINED LIABILITY INSURANCE

INSURED NAMES

T & A Marine Holdings Pty Ltd trading as Yachtworx Australia

INTERESTED PARTY

Empire Bay Marine, Bobbin Head - noted as Landlords
Gladesville Bridge Marina for their respective rights and interests

TYPE OF BUSINESS

Boat maintenance and repair work to fibreglass and timber; refits and installation of instruments, pumps, hatches, keels, windows.

Engine room and bilge cleaning, diesel polishing and tank cleaning, transporting oils and waste products, oil purification (oil re-claiming) services.

Install bow and stern thrusters; Install trim tab like equipment for boat stability; check yacht rigging (no mast removal).

LOCATIONS

Suite 10, Empire Bay Marina, BOBBIN HEAD NSW 2074

Gladesville Bridge Marina, 308 Victoria Place, DRUMMOYNE NSW 2047

PUBLIC LIABILITY

LIMIT OF LIABILITY \$10,000,000
Any One Occurrence

PRODUCTS LIABILITY

LIMIT OF LIABILITY \$10,000,000
Any One Occurrence and
in the Aggregate during
any one period of
Insurance

SHIP REPAIRERS LIABILITY

LIMIT OF LIABILITY \$10,000,000
Any One Occurrence and
in the Aggregate during
any one period of
Insurance

STATUTORY LIABILITY

LIMIT OF LIABILITY \$1,000,000
Any One Occurrence and
in the Aggregate during
any one period of
Insurance

PROPERTY IN PHYSICAL & LEGAL CONTROL

LIMIT OF LIABILITY \$10,000,000
Any One Occurrence

TESTING & COMMISSIONING LIABILITY

LIMIT OF LIABILITY \$10,000,000
Any One Occurrence

EXCESS - ALL SECTIONS

\$2,500 in respect to each and every claim, except in the event of overspray where an excess of \$2,500 shall apply for each claimant; or in the event of a claim where the claimant is a subcontractor of the Insured, in which case an excess of \$20,000 shall apply; and Pollution Excess \$20,000.

RETROACTIVE DATE

Statutory Liability: 23 June 2016

ADDITIONAL BENEFITS

Towing - Included

Removal of Wreck -
Limit \$10,000,000 in respect of any one claim and in the aggregate any

one period of insurance.

Hotwork Extension -
Included subject to full compliance with Australian Standard 1674

Detention - Included

Professional Advice -
Included provided no fee charged (refer Exclusion 3.13)

OPTIONAL EXTENSION - Additional Premium Payable

Products Exported to USA or Canada - Not included

COVERING

LEGAL LIABILITY to pay compensation in respect of:

- a. Death or Injury to any Third Party
- b. Damage to Property of a Third Party caused by an occurrence during the period of insurance within the geographical limits in connection with the business.

In addition to the LIMIT OF LIABILITY the Insurer will pay:

- a. All Costs & Expenses incurred with the written consent of the Insurer
- b. All Legal Costs incurred by the Insured for representation at
 - i) Any Coroners inquest or inquiry,
 - ii) proceedings in any Court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to property which may be the subject of indemnity under the policy.
- c. All charges expenses and law costs recoverable from the Insured by claimants in connection therewith.

GEOGRAPHICAL LIMITS

1. ANYWHERE IN AUSTRALIA
2. ELSEWHERE IN THE WORLD (subject to Australian jurisdiction clause) in respect of:
 - a. Products or Goods Supplied
 - b. Commercial Visits by Directors and Non Manual Employees from the Commonwealth of Australia.

PRINCIPAL EXCLUSIONS

- Goods Exported to USA or Canada
- Contractual Liability
- Employers Liability
- Faulty Workmanship
- Product Recall
- Product Guarantee
- Asbestos

PAINT CLAUSE

It is agreed that this Certificate excludes liability arising from the failure of any paint, protective or decorative coating:

1. to adhere to or to protect the surface to which it is applied; or
2. to achieve or to maintain the aesthetic qualities required whether due to discolouration or otherwise.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Certificate.

MAST EXCLUSION

Any loss or liability arising out of installing, moving or repairing masts is excluded from cover under this policy.

PREMIUM ADJUSTMENT CLAUSE

Premium based on annual turnover which is adjustable at policy expiry. Insured to provide actual turnover for the period. The premium is minimum and deposit.

LSW 1001 (INSURANCE) -
SEVERAL LIABILITY NOTICE:

The subscribing Insurers obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

IMPORTANT NOTICE

In arranging and effecting the contract of insurance, Trident Insurance Group Pty Ltd (ABN 94 247 973 307) will be acting as agent of the Insurer, not as your agent.

Note: This confirmation is issued as a matter of information only and does not confer any rights upon the confirmation holder. The confirmation does not amend, extend or alter the coverage afforded by the policy/policies detailed herein.

Yours faithfully,



Current Business
TRIDENT MARINE INSURANCE

