

Confirmation of Insurance

1 March, 2019
Ref: 10040020

Re: O'Neill Shipwrights Pty Ltd

Class : Marine Combined Liability
Policy No. : TML000007
Period : 28/02/19 to 28/02/20
Insurer : Certain Underwriters at Lloyd's Under Binder Agreement
B0180ME1809034

Covering:

MARINE COMBINED LIABILITY INSURANCE

INTERESTED PARTIES

Sydney Superyacht Holdings Pty Limited noted as Sublessor
(ACN 613 929 945)

Roads & Maritime Services (ABN 76 236 371 088)

TYPE OF BUSINESS

Mobile Shipwright Services, Repairs, Modifications and Painting

LOCATION

NEWPORT NSW 2106

PUBLIC LIABILITY

LIMIT OF LIABILITY \$20,000,000
Any One Occurrence

PRODUCTS LIABILITY

LIMIT OF LIABILITY \$20,000,000
Any One Occurrence and
in the Aggregate during
any one period of

Insurance

SHIP REPAIRERS LIABILITY

LIMIT OF LIABILITY \$20,000,000
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.

RETROACTIVE DATE

Statutory Liability: 10th February 2010

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.

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.



1st Floor, 186 Scarborough Beach Road
Mt Hawthorn Western Australia 6016
PO Box 191, Mt Hawthorn WA 6915
Telephone: 08 9202 8000
Facsimile: 08 9202 8010
Email: referral@tridentinsurance.com.au
Website: www.tridentinsurance.com.au

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,

A handwritten signature in blue ink, appearing to read "Yvette Langan".

Current Business
TRIDENT MARINE INSURANCE

