

CERTIFICATE OF INSURANCE

Brandon Buyink
2/ 139 Albany Street
Point Fredrick NSW 2250

Date: 16/08/2019
Reference Number: 478891

This certificate is to confirm that the policy detailed below is current for the period of insurance shown, and is issued subject to the terms and conditions of the insurer's policy.

Type of Policy	Ship Repairers Liability
Interest Insured	Shipwright, Timber & Fibreglass Work - Ship repairers Liability
Insurer	Trident Insurance Group Pty Ltd
Policy Number	TML001546
Insured	Brandon Buyink
Period of Insurance	03/07/2019 to 03/07/2020
Other Parties	

Particulars:

The Insured: Brandon Buyink

Class of Business: Marine Combined Liability

Insurer: Certain Underwriters at Lloyd's Under Binder Agreement B0831TRIMLI2019 MCLHCC19
100.0000%

The Insured: Brandon Buyink

Policy Number: TML001546

Period of Insurance: 03/07/19 to 03/07/20 At 4pm Local Time

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; 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.

RETROACTIVE DATE

Statutory Liability: 3/07/2018

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.

BONA FIDE SUBCONTRACTORS CLAUSE

It is warranted by the Insured that all subcontractors that they engage maintain public liability policies that provide coverage with an indemnity limit of not less than the limits provided by this policy.

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide subcontractor, or the waiver of any rights of recourse against any bona fide subcontractor.

RIGGING & MAST EXCLUSION

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

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

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) û

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.

YOUR DUTY OF DISCLOSURE

Before you enter into a Contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or could reasonably expect to know, is relevant to the Insurer's decision whether to accept the risk of insurance, and if so on what terms. You have the same duty to disclose these matters to the Insurer before you renew, vary or reinstate a Contract of general insurance. Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of business, ought to know;
- as to which the compliance with your duty is waived by the Insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option

of avoiding the Contract from its beginning.

THE INSURERS with whom this business is placed are members of the Australian Financial Complaints Authority (AFCA). Further information is available from this office.

In the event of this insurance being cancelled mid term, we charge a small administration charge. If the premium has been paid by instalments we may be paid a wholly earned commission from zero to 2% of the amount funded. This is not an additional charge to the Insured.