



**STEWART  
INSURANCE  
GROUP**

Stewart Insurance Group Pty Ltd  
a Corporate Authorised Representative of  
Empire Insurance Services Pty Ltd AFSL No: 232987  
**ABN 14 064 465 309**  
Suite 16, 18-34 Station St  
Sandringham VIC 3191  
PO Box 371 Hampton Vic 3188  
**P: (03) 9598 8566**  
F: (03) 9598 4105

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You are reminded that the policy mentioned below falls due for renewal on 28/02/2019. To ensure your continued protection, payment should be received by the due date.  
Please let us know any changes to your policy that are necessary.

Richard McDonald  
1A Coral Road  
MORNINGTON VIC 3931

**TAX INVOICE**

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 13/02/2019  
**Invoice No:** 20460  
**Our Reference:** MCDONALDR

Should you have any queries in relation to this account, please contact your Account Manager  
**Louise Lucas**

**Class of Policy:** Shiprepairers Liability  
**Insurer:** Certain Underwriters At Lloyds Of London  
PO Box 7087 Cloisters Square Perth  
ABN:  
**The Insured:** Richard McDonald  
T/as Mornington Marine

**RENEWAL**

**Policy No:** TML001454  
**Period of Cover:**  
From **28/02/2019**  
to **28/02/2020** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Ship Repairers Combined Marine Liability Insurance**  
**- Limit of Liability \$20,000,000**

**POLICY** - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

**DISPUTES** - Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au) <<http://www.fos.org.au>> We also follow the Insurance Brokers Code of Practice.

**Your Premium:**

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee	Broker Fee
\$2,000.00	\$150.00	\$0.00	\$236.00	\$220.00	\$30.00	\$180.00

**TOTAL \$2,816.00**

(A processing fee applies for Credit Card payments)

Please also read the following Important Notices



Please turn over for further payment methods and instructions



**Biller Code:** 20362  
**Ref:** 40389981931582621



Pay by credit card (Visa, Mastercard, Amex or Diners) at [www.deft.com.au](http://www.deft.com.au) or Call 1300 78 11 45. A surcharge may apply.  
**DEFT Reference Number: 40389981931582621**



\*498 403899 81931582621

**Empire Insurance Services Pty Ltd**  
**Our Reference:** MCDONALDR  
**Invoice No:** 20460



**PAY MONTHLY**

Click here to view and pay monthly

Or visit [paybythemonth.com/victory](http://paybythemonth.com/victory) and enter the code: CBGR7XS32T

**12 MONTHLY PAYMENTS OF \$257.78**  
**or AMOUNT DUE \$2,816.00**

# IMPORTANT INFORMATION FOR CLIENT

## YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the underwriter of anything that may affect the underwriters' decision whether to insure you and on what terms. You must tell the underwriter about anything that you know, or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for motor vehicles with carrying capacity under 2 tonne, motorcycle, home building and contents, residential strata, travel, personal accident and sickness and consumer credit) the above duty only applies to questions asked of you by the underwriter. In answering any such questions you must tell them anything that you know and that a reasonable person in the circumstances would include.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

## NON-DISCLOSURE

If you do not tell the underwriter anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

## RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as:

Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

## WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the underwriter has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request.

## CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

## AVERAGE / CO-INSURANCE

It is most important that the Sum Insured you select is adequate to represent the value of the insured property and is calculated in accordance with the cover being arranged. Otherwise, you will be under-insured and in terms of the Average / Co-insurance provisions of your policy, you may be responsible for paying part of the loss you actually suffer.



DEFT is a service of Macquarie Bank



Contact your participating financial institution to make payment directly from your cheque or savings account.

Pay by credit or debit card at [www.deft.com.au](http://www.deft.com.au) or by phone on **1300 78 11 45**.

Please present page intact at any Australia Post Office.

Payments may be made by cash, cheque or EFTPOS.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.

**Empire Insurance Services Pty Ltd** accepts Mastercard, Visa, American Express & Diners Club Cards.

Please make any cheques payable to 'DEFT Payment Systems for **Empire Insurance Services Pty Ltd**'.

The phone payment line is a 24-hour service. Calls are charged at the cost of a local call (mobile extra).

<b>Class of Policy:</b> Shiprepairers Liability	<b>Policy No:</b> TML001454
<b>The Insured:</b> Richard McDonald T/as Mornington Marine	<b>Invoice No:</b> 20460
	<b>Our Ref:</b> MCDONALDR

**Ship Repairs Liability Insurance**

**INSURED NAME:** Richard McDonald T/as Mornington Marine

**INSURER:** Certain Underwriters at Lloyd's of London  
Under Binder Agreement No B1098M182813 MCL2019 100.0000%

**MARINE COMBINED LIABILITY INSURANCE**

**Type of Business** Ship Repairer including, but not limited to: Detailing & Cleaning of Vessels, Incidental Painting & Varnishing of Timber, Minor General Repair, Fibreglass Repairs, Antifouling, General Ships Husbandry, Movement of Vessels up to 100 Nautical Miles, Hull Repair & Maintenance

**GENERAL LIABILITY**                      **LIMIT OF LIABILITY** ..... **\$ 20,000,000**  
in respect of any one claim or series of claims arising out of any one Occurrence

**PRODUCTS LIABILITY**                      **LIMIT OF LIABILITY** ..... **\$ 20,000,000**  
in respect of any one claim or series of claims arising out of any one Occurrence and in the Aggregate during any one period of Insurance

**STATUTORY LIABILITY**                      **LIMIT OF LIABILITY** ..... **\$ 1,000,000**  
in respect of any one claim or series of claims arising out of any one Occurrence and in the Aggregate during any one period of Insurance

**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.

**SHIP REPAIRERS/PROPERTY IN PHYSICAL & LEGAL CONTROL**

**LIMIT OF LIABILITY** ..... **\$ 10,000,000**  
Any One claim and in the annual aggregate any one period of insurance

**REMOVAL OF WRECK**                      **LIMIT OF LIABILITY** ..... **\$ 10,000,000**  
Any One claim and in the annual aggregate any one period of insurance

## Schedule of Insurance

**Class of Policy:** Shiprepairers Liability  
**The Insured:** Richard McDonald  
T/as Mornington Marine

**Policy No:** TML001454  
**Invoice No:** 20460  
**Our Ref:** MCDONALDR

### ADDITIONAL BENEFITS

#### CLAIMS PREPARATION COSTS..... \$ 20,000

In addition to the amount of cover provided by this Policy, we will pay up to \$20,000 for reasonable professional fees and such other expenses incurred by you for the preparation of a claim under this Policy

#### HOT WORK EXTENTION..... Included

[Subject to full compliance with Australian Standard 1674]

#### TOWING.....Included

#### DETENTION.....Included

### 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

### RETROACTIVE DATE

Statutory Liability: 16/02/2018

### EXCESS - ALL SECTIONS

\$ 2,500 in respect to each and every claim  
**EXCEPT in the event of Overspray \$2,500 excess per Claimant**

### ENDORSEMENTS AND CLAUSES

#### 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 \$10,000,000.

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.

<b>Class of Policy:</b>	Shiprepairers Liability	<b>Policy No:</b>	TML001454
<b>The Insured:</b>	Richard McDonald T/as Mornington Marine	<b>Invoice No:</b>	20460
		<b>Our Ref:</b>	MCDONALDR

**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.

**VESSEL IN CARE CUSTODY CONTROL WARRANTY**

The Insured warrants that they receive Certificates of Currency for comprehensive vessel insurance with at least \$10 million in liability cover for each and every vessel under the Insureds care, custody or control.

**LONG JOURNEY EXCLUSION**

Any loss or liability arising out of vessel delivery or skippering for journeys exceeding 100 nautical miles is excluded from cover under this policy.

**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.

**Underwriting Information**

Estimated Turnover declared	<b>\$95,000 +/-</b>
Staff Numbers	1
Imports / Exports to/from Australia	None
Contractors/Sub-Contractor payments	<b>&lt;\$30,000</b>
Labour Hire Payments	None
Claims Disclosed (last 5 years)	None disclosed
Liability Assumed/Contractual Liability noted	None disclosed