



Marina Facilities Insurance

Marine Insurance Certificate



CERTIFICATE

PENS & JETTIES INSURANCE CERTIFICATE

Insurer

The Certificate is underwritten by Certain Underwriters at Lloyd's of London.

Trident Insurance Group Pty Ltd ABN 94 247 973 307, AFS Licence No. 237360 is acting under a binding authority given to it by the insurer. In arranging and effecting this Certificate, Trident Insurance Group Pty Ltd will be acting under authority given to them by the Insurer. They will be acting as agent of the Insurer, not as Your agent.

Trident Insurance Group Pty Ltd may be contacted at

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About Trident

Trident Insurance Group Pty Ltd ABN 94 247 973 307, AFS Licence No. 237360 was formed in 1994 as an insurance services provider based in Western Australia. Since then its activities have expanded to include an Underwriting Agency service Australia wide.

Trident has entered into an arrangement with Lloyd's of London enabling Trident to develop financial products and services that are distributed to Trident's customers.

This arrangement enables Trident to assess risks to be insured and issue insurance policies and handle claims on behalf of the insured.

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Section 1: Definitions

When used in this Certificate, the following words have a special meaning assigned to them, as follows;

Word or term	Meaning
Accident/accidental	an unexpected and unintended event causing loss or damage and includes one accident or series of accidents arising out of the one insured event.
Damage	any form of physical harm from an unforeseen loss.
Excess	the first amount of any claim or series of claims, arising out of any one event. The Excess applicable to this insurance is shown in the Schedule.
Omission	a failure to act and includes a failure to do or say something.
Pens & Jetties	A structure including a pontoon to which a vessel can be moored. Pens & Jetties does not include:- Plant & Machinery Stock Contents Property undergoing erection, construction, alteration or addition.
Period of insurance	the period for which the cover under Your Certificate is in force. You will find this period of insurance in the Policy Certificate.
Salvage	either the action of saving Your Pen or Jetty in a time of peril or what is left of Your Pen or Jetty after it has suffered loss or Damage.
Total sum insured	the amount We have agreed to insure Your Pen or Jetty for and is the total of the values. This will be specified in the Policy Certificate.
We/Us/Our	Certain Underwriters at Lloyd's of London through its agent Trident Insurance

You/Your

any of the person or persons/company named as the insured in the Policy Certificate including any person allowed by You to control Your Pen & Jetties. If more than one person is named as the insured in the Policy Certificate, We will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

Section 2: This insurance contract

Your Pens & Jetties Insurance Certificate is a contract between Us and You. It is a contract falling within parameters of the Insurance Contracts Act 1984 (the Act).

We will cover Your Pens & Jetties up to the total sum insured specified in the Policy Certificate during the period of insurance, subject to the terms and conditions set out in this Certificate wording.

The Certificate wording and the Policy Certificate together make up Our contract with You. The Policy Certificate shows the Terms and Conditions that are specific to Your Certificate and should be read together with this Certificate wording.

If there is any conflict between this Certificate wording and Your Policy Certificate, the Policy Certificate prevails. It states:

- o the names of the people who are insured under this Certificate,
- o the amount for which We have agreed to cover Your Pens & Jetties, and
- o other Terms and Conditions specific to Your Certificate.

We will give You a new Policy Certificate with each renewal of or change to the Certificate and the most recent Policy Certificate is the only one which applies to Your Certificate.

If the Certificate does not meet Your requirements, or if You would like Us to explain anything about the Certificate wording, please contact Us or Your insurance broker or Our agent.

Your duty of disclosure

Before You enter into a contract of General Insurance, You have a duty under the Insurance Contracts Act 1984, to disclose to Us every matter that You know or could reasonably be expected to know, is relevant to Our decision on whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of matters:

- o that diminish the risk to be undertaken by Us,
- o that are of common knowledge,
- o that We know or, in the ordinary course of Our business, ought to know,
- o where We waive Your disclosure and We agree You do not need to tell Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may avoid the contract of insurance from its beginning.

Underinsurance

We require You to insure for the full value or maximum potential risk. If You do not do so, and You are underinsured, We may pay You a lower amount after taking into consideration the proportion of Underinsurance.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling Your personal information. Trident has developed a Privacy Policy which explains what sort of personal information We hold about You and what We do with it.

We will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Certificate, including any claims You make. We will only use and disclose Your personal information for a purpose You would reasonably expect.

We may need to disclose personal information to Our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting Us and them in providing relevant services and products, or for the purposes of litigation. We may disclose personal information to people listed as co-insured on Your Certificate and to family members or agents authorised by You. We may also disclose information to organisations which conduct customer service surveys on Our behalf. We will request Your consent to any other purpose.

By providing Your personal information to Us, You consent to Us making these disclosures. Without Your personal information We may not be able to issue insurance cover to You or process Your claim.

You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information. Generally We will do this without restriction or charge. For further information about Our Privacy Policy or to access or correct Your personal information, please contact The Compliance Manager at Trident Insurance Group Pty Ltd.

The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It:

- o promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and
- o outlines good standards of practice and service to be met by insurers to enhance their regulation for responding efficiently to their customers' needs.

Dispute resolution

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Our nearest office and ask to speak to a dispute resolution specialist.

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
SYDNEY NSW 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

If Your dispute remains unresolved You may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this Insurance agree that:

- i. If a dispute arises under this Insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the

jurisdiction of any competent Court in the Commonwealth of Australia;

- ii. Any Summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representatives
in Australia
Suite 2 Level 21
Angel Place
123 Pitt Street
SYDNEY NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- iii. If a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to Trident.

Keeping Us informed

You must tell Us as soon as possible:

- o if there is any significant change in the condition or use of Your Pens & Jetties which may affect Our decision to insure it,
- o if there is any change in the management or ownership of Your Pens & Jetties,
- o if any event happens that could mean You will make a claim and/or a claim may be made against You by another person, You must tell Us within 30 days of the event happening.

If You do not keep Us informed We may do the following:

- o refuse to pay Your claim, or
- o reduce the amount We pay You for Your claim under Your Certificate, or
- o cancel Your insurance Certificate.

If more than one person is insured by this Certificate

Please remember, if more than one person is insured by this Certificate, an act, omission, statement or claim by any one of the insured people has the same effect as an act, omission, statement or claim by all of those people.

Your duty to co-operate

In the event of a claim, any benefits that this Certificate gives You depend on You giving Us full details of Your loss and the help that We require, including further written statements and documents We consider relevant. We may also require You to attend court to give evidence.

You must help Us even after We have paid Your claim. We may attempt to recover the amount of

Our payment from the person who caused You to suffer loss or damage, or We may want to defend You if it is alleged that You caused loss or damage to someone else.

You must send to Us immediately any letters, demands, notices or court documents You receive relating to an accident that resulted or could result in a claim.

Section 3: What is Covered

We will cover Your Pens & Jetties specified in the Certificate Schedule:

What is not covered

- o Plant & Machinery
- o Stock
- o Contents
- o Property undergoing erection, construction, alteration or addition

What can be covered additionally (on application)

We may specially agree to cover You for the following items and specify them in the Policy Certificate:

- o Plant & Machinery
- o Stock
- o Contents

Section 4: Loss or damage to Your Pen or Jetty

What You are covered for

We will cover You for loss or damage to Your Pens & Jetties caused by any of the following insured events:

- An accident
- o if Your Pens & Jetties is Accidentally Damaged.

What You are not covered for

We will not cover You for:

1. the cost of repairing or replacing any part of the pen or jetty which was defective by reason of fault or error in design or construction;
2. unrepaired damage to Your Pens & Jetties;
3. financial loss which occurs because You cannot use Your Pens & Jetties;
4. loss, damage or expense caused directly or indirectly by radiation, radioactive material, nuclear process or from nuclear weapons or material.

Section 5 Exclusions

This cover excludes loss of net income arising from:

1. loss, damage or occurrence excluded by Section 4 of this Certificate;
2. any delay caused by the insolvency or inability to pay of You or Your clients;
3. loss, damage or expense caused by Your wilful misconduct;
4. loss, damage or expense caused by delay;
5. loss, damage or expense caused by war, governmental acts, requisition or seizure by legal process;
6. loss, damage or expense caused by civil commotions, riots, strikes, lockouts, sabotage, industrial action or other similar causes;
7. loss, damage or expense caused directly or indirectly by radiation, radioactive material, nuclear process or from nuclear weapons or material;
8. any fine or penalty.

Claims Provisions

Basis of Valuation – The total sum insured for a claim under this Certificate shall be the estimated amount for which the Pens & Jetties should exchange immediately before the damage, between a willing buyer and a willing seller in an arms length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

Recoveries – Where a recovery for damage is obtained from a third party, We are entitled to this recovery to the extent of the amount paid by them.

Common Time / Simultaneous Repairs – Where damage repairs are carried out at the same time as other repairs for Your account which are immediately necessary for safety purposes or to allow the Pens & Jetties to earn net income and which are not claimable under this Certificate, the net income lost during as much time as in common to both classes of work in excess of the deductible shall be divided equally between Us and You. If the time necessary to effect damage repairs is extended by any other repairs for Your account, the period of indemnity is limited to the time that would have been taken to effect damage repairs caused by the insured event had they been effected alone.

Notification – All possible claims are to be reported to Us as soon as possible and We are to be notified before any repairs are carried out.

Section 6: General exclusions – applicable to all sections

We will not cover You or any person allowed by You to control Your Pens & Jetties when:

1. You do not keep the Pens & Jetties in good order and repair, or in compliance with any statutory requirements.
2. Your Pens & Jetties are undergoing major repair or undergoing alteration unless You tell Us beforehand in writing, and We agree in writing to cover You.

In addition, this Certificate excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- o ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- o the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- o any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- o the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- o any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- o any chemical, biological, bio-chemical, or electromagnetic weapon.

This Certificate also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly, or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

Section 7: General conditions – applicable to all sections

The cover provided by this Certificate is subject to the following additional conditions.

Alteration of risk

You must give Us immediate notice if there is any material change in the circumstances or nature of the risks covered by this Certificate, or no claim arising after the change shall be payable unless We have agreed to the change in writing.

Authorisation

We may give to and obtain from any other insurers, any insurance reference bureaux and any credit reporting agencies any information relating to Your credit or insurance history as well as insurance claims information obtained during the course of this Certificate.

Due care

At all times, You must take appropriate care in the operation of the Pens & Jetties in Your care, custody or control.

Preventing Our right of recovery

Where another person is liable to compensate You for loss, damage or liability which is to be covered by Your Certificate but You have agreed not to seek recovery of any monies from that person, We will not cover You under this Certificate for that loss, damage or liability.

Survey/manning warranty

Warranted that at inception and throughout the period of insurance the Pens & Jetties must at all times be:

- registered and in current survey with the appropriate governmental authorities according to the type and class of operation and that its type and class are maintained;
- operated within the specified limits as permitted by the appropriate governmental authorities;
- in compliance with all regulations as required by the appropriate governmental authorities;

Third party interests

You must inform Us of the interests of all third parties (e.g. financiers or lessors) to be covered by this Certificate. We protect the interest of third parties only if You have informed them and such interest(s) are noted in the Policy Certificate.

Section 8: Claims

1. Notification of claims – what You must do

For Us to consider Your claim, You must:

- promptly take all responsible precautions to prevent any further loss or damage to Your Pens & Jetties;

- make a report to the Police if there is injury, malicious damage, theft or attempted theft;

- contact Us and tell Us details of what has happened;

- complete Our claim form and any other form We ask You to complete, and take it or mail it to Our claims department at any of Our offices.

You must not authorise repairs to Your Pens & Jetties without Our consent.

Only We have the right to settle or defend a claim against You by another party.

If We agree You have a claim, You should not without Our consent:

- make or accept any offer or payment, or in any other way admit You are liable, or

- settle or attempt to settle any claim, or

- defend any claim

2. How much We pay – market value

How much We pay – loss of or damage to Your Pens & Jetties

This is a market value Certificate cover.

This amount that We will pay is determined by: the estimated amount for which the Pens & Jetties should exchange immediately before the damage, between a willing buyer and a willing seller in an arms length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

We may decide either to repair or replace an item, or to pay the cost of replacing an item.

- comparing the value of the item with an item of equal age and condition, or

- the new replacement value less reasonable depreciation based upon the age and condition of the item, or

- the actual cost of an item of equal age and condition, whichever is the lesser.

When We take the option of repairing an item, the amount that We pay is limited by the actual value of the item being repaired or the new replacement value less reasonable depreciation based upon the age and condition of the item.

In the event of a total loss We will pay You the sum insured (market value) of the item involved and take ownership of any salvage.

Remember that the maximum amount payable in respect of each item is as listed in the Policy Certificate.

3. Limit on what We pay – loss or damage

to Your Pens & Jetties (Market Value)

Our liability is limited to the amount specified in the Policy Certificate any one loss or series of losses caused by the one insured event (excluding Additional benefits and applicable)

4. Excess

The amount specified in the Policy Certificate as the excess will be deducted from each and every loss except for claims for:

a) total and / or constructive total loss

5. Miscellaneous claims conditions

a) Automatic reinstatement

When an amount is paid under this Certificate, the limit of liability is automatically reinstated to the amount specified in the Policy Certificate, subject to payment of an additional premium and government charges (where applicable).

b) Fraudulent claims

If any claim is fraudulent or false in any respect, to the extent permitted by law, We may refuse to pay the whole or part of the claim.

We are also entitled to cancel this Certificate.

6. How Goods and Services Tax affects any payments We make

The amount of premium payable by You for this Certificate includes an amount on account of the GST on the premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

a) Not registered for GST, the amount We pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;

b) Registered for GST, We will pay the sum insured/limit of indemnity or the other limits of insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Certificate) We will pay for the GST amount.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the sum insured/limit of indemnity of the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to Your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

Section 9: Cancellation

At any time, You may cancel this Certificate by giving Us notice in writing.

We may cancel this Certificate in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Upon cancellation, We will refund a pro rata proportion of the premium received by Us relating to the unexpired period of insurance but subject to a minimum premium of \$250.