



General Insurance Brokers of Australia

A1 Mobile Marine Pty Ltd
12 Spottedgum Place
ROUSE HILL NSW 2155

Please review the details thoroughly to ensure all information is correct and policy coverage meets your requirements. Should you require any alterations to the particulars shown please contact your Account Manager

This document will be a **Tax Invoice** for GST when you make a payment

The Insured A1 Mobile Marine Pty Ltd.

Insurer: Wymark Sirius Insurance Brokers Pty Ltd
P O Box 2310
SOUTHPORT QLD 4215

ABN: 11010863966

Policy Class Liability

Policy Details: See attached schedule for a description of the risk(s) insured.
Liability

General Insurance Brokers of Australia
AFS Licence: 342546 ABN: 94 135 132 455

Suite 1105, 109 Pitt Street Sydney NSW 2000
PO Box R1856 Royal Exchange NSW 1225

Telephone + 61 2 9221 7122
Facsimile + 61 2 9232 4092
Web www.giba.com.au

NEW BUSINESS

Invoice Date 27/01/2017
Invoice Number 044178
Policy Number: BNMLI16750085
Period of Cover: 27/01/2017 to 27/01/2018
at 4.00 pm
Account Manager: Gary McNeil

Your Premium

Premium	\$2,100.00
Insurer Levy	\$ 250.00
Fire Levy	\$ 0.00
Total GST	\$ 244.00
Stamp Duty	\$ 207.90
Broker Fee	\$ 90.00
Total Due: (Excluding Credit Card Fee) Credit Card fee (inc GST) is	\$2,891.90 \$ 39.76

PAYMENT OPTIONS



Please detach and return
with your payment to:



+ 61 2 9221 7122



Direct Deposit:
Bank: Macquarie Bank
BSB: 182-222 **Acct:** 301799458
Ref: 044178



General Insurance Brokers of Australia
PO Box R1856
ROYAL EXCHANGE NSW 1225



Billor Code: 667139
Ref: 0441782

Telephone & Internet Banking -BPAY®
Contact our bank, credit union or building society to make this
payment from your cheque or savings account. More info:
www.bpay.com.au

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 be expected 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 of disclosure to the Insurer before you renew, extend, vary or reinstate a Contract of general insurance. Your duty however does not require disclosure of any matter:-

- That diminishes the risk to be undertaken
- That is common knowledge
- That the Insurance Company knows or in the ordinary course of its business ought to know
- As to which the Insurer waives compliance with your duty

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.

IMPORTANT NOTICES

To download a copy of our Financial Services Guide and our Privacy Statement please use the following links:

FSG: <http://www.giba.com.au/financial-services-guide/>

Privacy Statement: <http://www.giba.com.au/privacy-policy/>

REMITTANCE ADVICE

Please charge : **\$2,931.66** (Including Credit Card fee) to my:



Card No:

Cardholder Name: _____

Expiry: ___ / ___ Signature : _____

Client Reference:

Invoice No: **044178**

Due Date: 27/01/2017

Policy No: BNMLI16750085

Account Manager: Gary McNeil

In accordance with standard business practices, receipts will not be issued unless requested.

TOTAL DUE \$2,891.90
(Excluding Credit Card fee)

Marine Industry Combined Liability – Cover Summary

Occupation: General mechanical & electrical repairs to boats. Minor body, hull and trailer repairs

IMPORTANT – Boat Builders/Shipwright/Manufacture of Vessels - You must advise us prior to commencing construction of any vessels over 20 metres
Situation (At/From): 12 Spottedgum Place, Rouse Hill NSW 2155

The Insured: A1 Mobile Marine Pty Ltd

Insurer: QBE Insurance (Australia) Limited BRISBANE, QLD 4001

Endorsements: **IB2 AIMS PRINCIPALS ENDORSEMENT
PRINCIPALS ENDORSEMENT**

The following is deemed to be an insured under the Liability section of this Policy to the extent described in "Cover for others" part (f): Empire Marina Bobbin Head Pty Ltd

MIW FAULTY WORKMANSHIP (WATERCRFT)

FAULTY WORKMANSHIP (WATERCRAFT) COVER EXTENSION APPLIES
Limit of Indemnity: \$25,000 any one occurrence.
Aggregate limit: \$25,000 for all claims in any one period of insurance.
The excess applicable to this policy extension is \$1,000.

MTW MOTOR TRADE - FAULTY WORK

MOTOR TRADE - FAULTY WORKMANSHIP COVER EXTENSION APPLIES
Limit of Indemnity: \$15,000 any one occurrence.
Aggregate limit: \$25,000 for all claims in any one period of insurance.

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

Property in Physical & Legal Control (Ship Repairers) – Vessels & Craft only

Limit of Liability \$ 10,000,000

Property in Physical & Legal Control - Other Property

Limit of Liability \$ 250,000

Standard Excesses

\$1,000 in respect to each and every Occurrence (costs inclusive)
\$5,000 in respect to each and every Occurrence for Injury to contractor(s) / sub contractor(s) (costs inclusive).

This policy has a 'costs inclusive deductible' which means that the insured is required to pay all expenses at the time they are incurred by QBE in the investigation and defence of a claim to the limit of the applicable deductible.

Automatic Additional Benefits

Towing Included

Hotwork Extension

The cover provided by this Policy is extended to include the Insured’s liability in respect of or arising in connection with hotwork on any vessel or craft including those previously engaged in the carriage of the following cargoes: ammunition, explosives, bulk oil, flammable liquids in bulk or gas in bulk.
It is a condition that the rules, regulations and requirements of the port or government authorities at the place where the work is being carried out have been complied with including obtaining a gas free certificate and/or any other certificates or authorisation that may be required.
Hotwork means any work conducted by the Insured or on the Insured’s behalf which involves the use of oxy-acetylene torches, welding or oil tank cleaning equipment.

Professional Advice or Service

Included provided no fee charged

Statutory Liability (Claims Made)

Included as per the MICTL policy extension
Limit of Indemnity \$1,000,000 any one Claim and in the aggregate during the Period of Insurance
Excess: NIL
Retroactive Date 30/01/2011 excluding any known claims and/or circumstances

Optional Extensions (Cover only provided if shown as - 'Included' in the policy schedule)

Please refer to the policy wording for full details of cover, limits & exclusions:

- 1.1 Motor Trade – Excluding Testing & Delivery \$100,000 limit Not Included
- 1.2 Motor Trade – Including Testing & Delivery \$100,000 limit Not Included
- 1.3 Motor Trade – Inspection Reports & Certificates (personal injury or property damage) Not Included
- 1.4 Motor Trade – Inspection Reports & Certificates (financial losses only) \$100,000 limit Not Included
- 1.5 Faulty Workmanship – Motor Trade (\$15,000 any one loss) \$25,000 limit Included**
- 1.6 Faulty Workmanship – Watercraft \$25,000 limit Included**
- 2 Consumer Protection Cover For QLD Electricians \$50,000 limit Not Included
- 3 Victorian Plumbers Liability (limits as per policy wording) Not Included
- 4 Electrical Contractors Occupational Licensing for Tasmania (limits as per policy wording) Not Included
- 6 Financial Loss (products only) extension (Claims Made) \$1,000,000 limit Not Included
- 7 Products Exported to North America Not Included

GEOGRAPHICAL LIMITS

Anywhere in the Commonwealth of Australia and its external territories;

elsewhere in the World, but only with respect to:

overseas business visits by any of Your directors, partners, officers, executives or employees but not where they perform manual work in North America.

Products supplied from the Commonwealth of Australia, but the indemnity granted in relation to such products shall not apply to claims in respect of Personal Injury and/or Property Damage happening in North America where such products have been exported to North America with Your knowledge.

PRINCIPAL EXCLUSIONS

- Goods Exported to North America
- Contractual Liability
- Professional Advice for a fee
- Employers Liability
- Defective products
- Product Recall
- Product Guarantee
- Asbestos
- Terrorism
- Silica

Premium Adjustment Clause

Premium based on annual turnover of \$100,000 adjustable at policy expiry. Insured to provide actual turnover for the period. The premium is minimum and deposit \$2792.90

Claims Made

The Statutory Liability & Financial Loss (products only) are arranged on a 'Claims Made and notified' basis. This means that the insurer covers you for claims made against you and notified to the insurer during the period of insurance.

The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify the insurer in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

Binder Agreement:

In effecting this contract of insurance the wholesale broker will be acting under an authority given to it by the insurer and will be effecting the contract & managing as agent of the insurer and not the insured.

DIC / DIL COVERAGE

DIC/DIL Shall mean;

It is agreed that the cover afforded by this policy shall be no less than the cover afforded under the Wymark MICL Facility expiring policy. In the event that a Claim is not covered under this policy, but would have been covered under the terms and conditions of the Wymark MICL Facility expiring policy (but for the Period of Insurance), it is agreed that the Named Insured may pursue a Claim under this policy and the terms and conditions that shall be applied by this policy shall be the terms and conditions of the Wymark MICL Facility expiring policy wording (but for the Period of Insurance). All other terms and conditions of the policy remain unaltered.

It is extremely important that you understand your duty to disclose all material matters. If you are unsure about anything at all please do not simply ignore the issue or omit to disclose it. Please contact us for advice. We will be happy to assist.

You have advised us that you have not, either alone or in partnership or jointly with any other party, or if a corporation any of its directors:

In the last 5 years had any insurer decline an application for insurance, cancel or refuse to renew a policy, imposed any special conditions or required an increased premium or declined any claim.

In the last 5 years ever been declared bankrupt, or been placed in liquidation, receivership or voluntary administration.

In the last 10 years been convicted of or had any fines imposed for any crime involving drugs, dishonesty, arson, theft, fraud or violence against any person or property.

Your Duty of Disclosure obligations follow:

Before you enter into a contract of insurance you have a duty to answer all questions honestly and you have a duty to tell the Insurer anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. The Insurer will use the answers in deciding whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you, extend, vary, reinstate or renew this contract. If you fail to comply with your Duty of Disclosure, the Insurer may be entitled to reduce their liability under the contract in respect to a claim, refuse to pay a claim or may cancel the contract. If your non-disclosure is fraudulent, they also have the option of avoiding the contract from its beginning.

Where the Marine Insurance Act 1909 applies to a Marine Transit section, if you do not tell the Insurer anything you are required to, they may avoid your contract and treat it as if it never existed.

Workers Compensation Insurance:

Workers Compensation insurance, as defined by various State and Territory legislation, is designed to cover your "employees". This usually includes all Company Directors, and can quite often also include persons whom you would normally classify as "Contractors". Please feel free to contact our office if you are unsure of your Statutory obligations and responsibilities in this regard. Accordingly, where it is determined that you do indeed have "employees", then you must by law effect a Workers Compensation Insurance policy. Your above described coverage that is the subject of this tax invoice does NOT include Workers Compensation Insurance.

Our Financial Services Guide and Privacy Policy:

We would ask you to please read our Financial Services Guide and Privacy Policy that can be found by referring to our website - **www.giba.com.au**

Cancelling the policy:

You may cancel this Policy at any time by tendering notice in writing to us to that effect, in which event the cancellation will become effective from the date the notice is received by your Insurer or the date on which you arranged alternative insurance protection. In certain circumstances your Insurer may also cancel this Policy in accordance with the relevant sections of the Insurance Contracts Act 1984 (as amended). In the event of cancellation of this Policy by either yourself or your Insurer, you may be entitled to a refund of a proportion of the premium subject to any minimum and deposit premium that may apply, and also subject to any claims lodged during the policy period. If the premium is subject to adjustment, cancellation will not affect your obligation to supply the Insurer with such

information as is necessary to permit the premium adjustment to be calculated. Your Insurer may also charge an administration fee to cover the costs incurred in the processing of cancellation of this Policy.

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, then subject to Section 60 of the Insurance Contracts Act 1984, your Insurer may cancel this Policy at the request of the premium funding company, after substantiation of the debt and default in payment by you has been made and proven to them, by giving you not less than three (3) business days written notice to that effect, following which a refund due to cancellation (if any available) of the unexpired period of insurance will be made to the premium funding company.

Remuneration:

We advise that our commission remuneration earned on this invoice is \$315. We guarantee to provide you with our full professional broking services throughout the term of this policy, including comprehensive claims assistance & representation services if necessary, with no further charge being levied. Please note that we treat our commission &/or fee remuneration as fully earned when we issue you with our tax invoice. We obviously need to retain our commission and fees already earned, in the event of any mid-term cancellation of a policy, or future downward adjustment of premium. In order to do this, we will offset such reduction in our commission and/or fee remuneration against any premium refund due to you. Please rest assured this is NOT an additional charge, but simply an accounting entry in order that we do not lose our income previously earned. If there are any further amendments to this policy in the future, then each such invoice/amendment will have our commission &/or fee remuneration treated in the same way as detailed above.

Scope Of Advice:

We have arranged this insurance for you using information you have provided to us either previously or more recently. In doing so we have relied on the integrity of that information. We have used our technical skills to ensure you have a competitive cover that meets your needs as presented to us. As the policy holder, it is your responsibility to review the cover and ensure it meets your needs. Accordingly please now read this invoice, the Policy Wording/Product Disclosure Statement and contact our office if you have any questions. We will be pleased to assist.

The above schedule is a brief summary only of the cover provided by your Policy and does not nor is it intended to provide full details of Policy terms, conditions, exclusions, etc. Kindly refer to your Policy for same. In determining a claim, or questions with regard thereto, the provisions of the Policy will prevail.