



Private Jetty and Marina Insurance

POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

CI-PRIVMAR-1221
1 December 2021

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Coast Insurance Private Jetty and Marina Policy Wording & PDS

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ABOUT THIS DOCUMENT

This booklet contains two separate parts: Important Information and Policy Terms and Conditions.

Important Information

This part of the booklet contains information You need to know before You take out an insurance policy. Please read it carefully before taking out this insurance.

For the purposes of the Important Information section all references to:

'You', 'Your' or 'Yours' have the same meaning as You/Your/Yours as defined in the 'Definitions' section of the Policy;

'We', 'Us' or 'Our' have the same meaning as We/Our/Us/Insurer(s) as defined in the 'Definitions' section of the Policy.

Policy Terms and Conditions

This Policy document contains a Product Disclosure Statement (PDS) and Policy Terms and Conditions. The PDS is designed to assist You to make informed choices about Your insurance needs. In this Policy document You will find information about costs of the product, Our dispute resolution process, Your cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this document carefully to ensure You understand the terms and conditions of this product.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major Omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to You with the PDS.

The PDS was prepared on 1 December 2021 and is issued by Coast Insurance Pty Ltd on behalf of the Insurer(s).

IMPORTANT INFORMATION

About The Insurer(s)

This Policy is underwritten by certain underwriters at Lloyd's ('Underwriters') (proportion 75%) and HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFSL 458776) ('HDI Global Specialty') (proportion 25%). Both the Underwriters and HDI Global Specialty are collectively referred to as 'We, Us, Our, the Insurer(s)' in this Policy.

Certain underwriters at Lloyd's and HDI Global Specialty are authorised and regulated by the Australian Prudential Regulation Authority ('APRA') under the provisions of the Insurance Act 1973 (Cth) to conduct insurance business in Australia.

Lloyd's is the world's specialist insurance and reinsurance market.

With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

You should contact Coast Insurance in the first instance in relation to this insurance.

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ('BaFin'). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ('Versicherungsaufsichtsgesetz').

HDI Global Specialty's contact details are:

Street Address: Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000

Phone: +61 2 8373 7580

About Coast Insurance

Coast Insurance Pty Ltd (ABN 44 108 154 829, AFSL 268726) ('Coast') acts under a binding authority given to it by Us, to administer and issue policies, alterations and renewals. In all aspects of arranging the Policy, Coast acts as an agent for the Insurer(s) and not for You.

If You have any queries in relation to this Policy, contact Coast in any of the following ways:

Street Address: 1st Floor, 186 Scarborough Beach Road, Mt Hawthorn Western Australia 6016

Postal Address: PO Box 120, Mount Hawthorn WA 6915

Phone: +61 8 6374 7000

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

HDI Global Specialty also supports the Code.

Our Contract with You

This Policy is a contract of insurance between You and Us and contains all the details of the cover that We provide.

The Policy consists of:

- this Policy wording which tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover (this document);
- the Proposal, which is the information You provide to Us when applying for insurance cover;
- Your most current Policy Schedule issued by Us. The Schedule is a separate document unique to You, which shows the insurance details relevant to You. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy;
- any Endorsement;
- any other document We tell You forms part of the Policy which may vary or modify the above documents.

Please note, only those cover sections shown as covered in Your Schedule are insured.

These documents should be read together as they jointly form the contract of insurance between You and Us.

Duty to take reasonable care not to make a misrepresentation

When applying for this Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not a misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

When you renew Your Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to the renewal date of Your Policy You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, you must review Your responses to previous questions, replayed in the Renewal Invitation document, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of this renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Us or via Your broker on (08) 6374 7000 or visit www.coastins.com.au.

Cooling-Off Period

There is a twenty-one (21) day cooling-off period. If You wish to cancel the Policy, You can cancel it from its date of issue by contacting Coast in writing within twenty-one (21) days of its date of issue.

We will refund Your premium less any non-refundable government charges, taxes and levies We have paid. You cannot exercise this right if:

- You have made a claim or become entitled to make a claim under the Policy; or
- You have exercised any right or power You have in respect of the Policy or the Policy has ended.

Even after this cooling-off period ends, You still have cancellation rights. Please refer to 'Cancellation of this Policy' in the General Conditions section of the Policy.

How to make a Claim

If You need to make a claim against this Policy, please refer to the 'Claims' section(s) in this Policy document.

If You have any queries, please contact Your broker or Us as soon as possible.

Privacy Statement

In this Privacy Statement the use of "We", "Us" and "Our" means the Insurer(s) and Coast unless specified otherwise.

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles and the terms of this Policy.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related

entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries such as the United Kingdom and Europe.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance Policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our privacy policies contain information on how You may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access HDI Global Specialty's Privacy Policy and Privacy Statement at <https://www.hdi-specialty.com/int/en/legals/privacy> and Coast's Privacy Policy at www.coastins.com.au.

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Coast in the first instance:

Complaints Officer
Coast Insurance Pty Ltd
Email: info@coastins.com.au
Phone: +61 8 6374 7000
Address: PO Box 120, Mount Hawthorn WA 6915

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Phone: (02) 8298 0783
Address: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Phone: 1800 931 678
Email: info@afca.org.au
Address: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

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 Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service 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:

Coast Insurance Pty Ltd
Email: info@coastins.com.au
Phone: +61 8 6374 7000
Address: PO Box 120, Mount Hawthorn WA 6915

LMA5544
17 May 2021

Paying Your premium

You must pay Your annual premium by the due date. If we do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

Renewal Procedure

Before this Policy expires, We will advise You whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct. This document will apply to any renewal unless We tell You otherwise.

Preventing Our Right of Recovery

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

Policy Interpretation

Throughout this Policy, words are sometimes capitalised wherever they appear in the Policy to show that those words have a particular defined meaning. These words are defined under 'Definitions' as applicable to each particular section of the Policy. Where any word is defined every derivative of that word has a corresponding meaning.

References to the masculine include the feminine, the singular also includes the plural and vice versa. The headings are included for descriptive purposes only and do not form part of the Policy for the purpose of its construction or interpretation.

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: <ul style="list-style-type: none"> • 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 through its agent Coast Insurance Pty Ltd (ABN 44 108 154 829, AFSL 268726)
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:

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

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.

SECTION 3: WHAT IS COVERED

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

What is not Covered

- Plant and Machinery
- Stock
- Contents
- 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:

- Plant & Machinery
- Stock
- 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

- 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. loss, damage or expense cause by a Communicable Disease or the fear or threat of a Communicable Disease;
9. 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 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;
- 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;
- any chemical, biological, bio-chemical, or electromagnetic weapon;
- a Communicable Disease or the fear or threat of a Communicable Disease

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 notice as soon as reasonably practicable 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.

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.

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.

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause – 10/11/03

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370 10th November 2003

Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019

War, Terrorism, Radioactivity

This Policy 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:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

2. Any act(s) of Terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or
- a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464

Communicable Disease Endorsement

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

- 4.** This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393
25 March 2020

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JH2010/009 29th July 2010

SECTION 8: CLAIMS

Notification of Claims – What You Must Do

For Us to consider Your claim, You must as soon as reasonably practicable:

- 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

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.

Having regard to Your interests and acting reasonably, 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.

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)

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

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.

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 the *Insurance Contracts Act 1984* (Cth) (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.