

## CERTIFICATE OF PLACEMENT

Southport Yacht Club Inc.  
  
1 Macarthur Parade  
MAIN BEACH QLD 4217

Date: 03/05/2023  
Reference Number: 234281  
Account Manager: Nathan Trembath

Aviso Broking Pty Ltd (ABN: 44 010 468 818) is authorised to provide financial services as a general insurance broker under our Australian Financial Services Licence (AFSL No: 239041).

Any general advice in this document does not take account of your personal objectives, financial situation and needs. This certificate is issued for information purposes only. The coverage provided by the insurance contract (policy) is set out within the insurance contract (policy) and is subject to the insurance contract (policy) wording in its entirety.

Acting as broker for SOUTHPORT YACHT CLUB INC. we certify that:

- The insurance contract detailed below was arranged on the date shown below.
- We have not received any notice of assignment, cancellation, variation or endorsement of the insurance contract from the insurer or the insured.

Type of Policy	Liability
Insured	SOUTHPORT YACHT CLUB INC.
Policy Number	TML001507
Period of Insurance	30/04/2023 to 30/04/2024
Effective Date	30/04/2023
Insurer	Coast Insurance

### IMPORTANT NOTICES

This Certificate is provided for information purposes and is accurate based on our records at the time it is issued. We are under no obligation to inform you of any subsequent changes to the insurance contract or our records. This Certificate confers no rights on the Certificate holder. It does not amend, extend or alter the coverage provided by the policy in any way.

## Important Notices

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

### Essential Reading of Policy Wording/PDS

It is important to read your Policy Wordings/Product Disclosure Statements (PDS) to understand your policies. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover or if you do not understand any aspects or require further explanation.

### Your Duty of Disclosure – for non-Consumer Insurance Contracts (see definition in section below)

Before you enter into (or extend, vary or renew) a general insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know: or
- the insurer waives your duty to tell them about.

### Duty Not to Make a Misrepresentation – for Consumer Insurance Contracts

A consumer insurance contract is a contract that is purchased for personal, domestic or household purposes. You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

### Consequences of Non-Disclosure

If you fail to meet your duty (whichever of the above duties applies to you), they may be able to cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

### General Advice Warning

If you are a Retail Client as defined by S761G of the Corporations Act 2001 (Cth) and a Statement of Advice or advice record has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice.

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs

Before you make any decision about whether the policy is right for you, you should obtain and read the PDS for the policy. Insurers have also created Target Market Determinations (TMDs) which set out the type

of customer the product is designed for. Please ask us if you would like a copy of the TMD for your policy.

### Duty Of Utmost Good Faith

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

### Average Or Co-Insurance

Some policies contain an Average Clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Manager for assistance.

### Contracts And Leases You Sign

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance. These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

### Change or Alteration in Risk

Please inform us promptly of any changes to your business, circumstances, or products such as alteration of risk, changes in location, or mergers and acquisitions, so that we can consider whether any changes to your insurances may be required.

### Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note. While insurers will send renewal offers for most insurance policies, there are some which are not "renewable".

For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

### Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. We will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us. We may also charge you a fee to process the cancellation.

### Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

### Additional Insureds and Noting Interests

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g. mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

### Claims Occurring Prior to Commencement

Please note that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

### Claims Made Policies

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

### Insurer Solvency

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

### Unauthorised Foreign Insurers

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

This means that it cannot be a declared general insurer for the purposes of that Act and if it becomes insolvent, you will not be covered by the Federal Government's Financial Claims Scheme provided under the Act.

If we do recommend a policy with an unauthorised foreign insurer we will tell you about it and which policies we have placed with them. You should consider whether you require further information about the insurer's country of incorporation, its paid-up capital, credit rating and which country's laws would be applicable in the event of a dispute.

### Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire.

A sub-limit usually If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

### Disclaimer

This notice is a summary only and does not purport to be a copy of the insurance policy or other documents. In the case of any discrepancy, the underwriters' documents will prevail.

## **BROADFORM LIABILITY/MARINE INDUSTRY COMBINED LIABILITY**

The Insured: Southport Yacht Club Inc.

Policy Number: TML001507

Period of Insurance: 30/04/23 to 30/04/24 At 4pm Local Time

Interested Party: Council of the City of Gold Coast; The Department of Natural Resources & Mines; The State of Queensland acting through the Department of Transport and Main Roads; Westpac Banking Corporation for their respective rights and interests  
Gold Coast Waterways Authority

Registered business address: 1 Macarthur Parade (Including adjacent Superyacht Berth) MAIN BEACH QLD 4217

### **Insured Situations:**

Sit No. Address

- |   |  |
|---|--|
| 1 | 1 Macarthur Parade (Including adjacent Superyacht Berth) MAIN BEACH QLD 4217 |
| 2 | 1 Marina Court HOLLYWELL QLD 4216  |
| 3 | Dux SOUTH STRADBROKE QLD 4216  |
| 4 | Lot 201 SP224933 Watersports Lane OXENFORD QLD 4210                          |

### **Product Description**

This Marine Combined Liability policy is a Legal Liability policy 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 (Public) or (Product) 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.

### **Business Description**

Licensed Yacht Club with 3,950 Members including:

Restaurant, Bars, Function Rooms, Offices, Children s Playground (onsite club grounds Main Beach) & Members Gym, Marina Operations - Berthing Boat Storage and Swing Moorings, Boat Ramps, Fuel Sales, Crane and Hardstand Operators Incl. Water Blast, Barnacle Scrape, Antifouling, Detailing, Prop Speed and Paint Applications to Watercraft, Sail Training & Safety Training, Paddleboard Activities, Race and Regatta Organisers, Member Only Camping & Picnic Facilities, Associates Committee, Fundraising, Golf Days and Member Social Group (non-road activity only) and all activities incidental thereto

### **Insured Business Activities**

The following activities are insured by this policy Licensed Yacht Club with 3,950 Members including:

Restaurant, Bars, Function Rooms, Offices, Children s Playground (onsite club grounds Main Beach) & Members Gym, Marina Operations - Berthing Boat Storage and Swing Moorings, Boat Ramps, Fuel Sales, Crane and Hardstand Operators Incl. Water Blast, Barnacle Scrape, Antifouling, Detailing, Prop Speed and Paint Applications to Watercraft, Sail Training & Safety Training, Paddleboard Activities, Race and Regatta Organisers, Member Only Camping & Picnic Facilities, Associates Committee, Fundraising, Golf Days and Member Social Group (non-road activity only) and all activities incidental thereto

### **Estimated Annual Turnover**

Within Australia	15,800,000
Outside Australia	0

### **Geographical Limits**

Anywhere in the world except North America; and

North America, but only with respect to:

1.10.2.1 overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-residents in North America, but not where they perform manual work in North America;  
 1.10.2.2 Products exported to North America without Your knowledge.

#### Scope of Cover and Features

Public Liability	\$40,000,000	Any one Occurrence.
Product Liability	\$40,000,000	in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.
Pollution Liability	\$40,000,000	caused by a sudden, identifiable, unintended and unexpected event which takes place at a specific time and place, other than North America.
Professional advice		cover is provided for Breach of Professional Duty arising out of advice which is not given by You for a fee. refer exclusion 3.13
Property in Your care, custody or control	\$40,000,000	in respect of any one claim or series of claims arising out of any one Occurrence. including water craft
Faulty workmanship, resultant damage only		Resultant damage only. \$40,000,000 resultant damage caused in the event of faulty workmanship carried out by You.
Defence Costs		Included in respect of any one claim or series of claims arising out of any one Occurrence.
Statutory Liability	\$1,000,000	Claims made basis, retroactive date applicable 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.
Hot work extension		Australian Standard Safety in Welding and Allied Processes Part 1: Fire Precautions." - AS 1674.1 1997
Claims Preparation Costs	\$20,000	in respect of each claim or series of claims arising out of any one Occurrence. This amount is in addition to Defence Costs.
Sub-Limits of Liability		Errors & Omissions      Not Insured

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This is a summary of the insurance arranged on your behalf. It does not alter, effect or override any of the terms, conditions, limitations or exclusions of the insurers policy.

Please read your policy schedule in conjunction with your policy wording for full details.

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