

Central Insurance Brokers

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Attention: AARON
Company: PENGUIN ISLAND CRUISES

From: Stash 93688-901, Rebecca -904, Erica -921

We hereby confirm that we have arranged the insurance cover mentioned below:

CERTIFICATE OF CURRENCY

ROCKINGHAM WILD ENCOUNTERS PTY LTD
PO BOX 5321
ROCKINGHAM WA 6168

Date: 16/09/2009
Our Reference: ROCK WILD
RENEWAL

Page 1 of 4

Class of Policy: Public Liability
Insurer: WINSURE INSURANCE GROUP
LEVEL 3, 301 65 WALKER STREET, NORTH SYDNEY
ABN: 29 059 310 904
The Insured: ROCKINGHAM WILD ENCOUNTERS PTY LTD & OTHERS
AS

Policy No: HGL908-3401
Invoice No: 49200
Period of Cover:
From 26/08/2009
to 26/08/2010 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:-

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:-

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Public Liability	Policy No: HGL908-3401
The Insured: ROCKINGHAM WILD ENCOUNTERS PTY LTD & OTHERS AS	Invoice No: 49200

BUSINESS: DAY ADVENTURES: LOCAL REEFS, SWIMMING WITH DOLPHINS, FERRY AND TOURS

GENERAL LIABILITY CERTIFICATE COMPRISES SEVERAL SECTIONS OF COVER

1. GENERAL Legal Liability to the 3rd parties, other than:-
2. PRODUCTS - anything you service/test/install once it leaves your Possession
3. CCC - Property of others deemed to be in Your Custody, Care and/or Control
4. EXTENSIONS, those required for Specific Exposures of your known Activities
5. EXCLUSIONS, standard to all policies and those specific to your known activities

Security used by Winsure Insurance Group Pty Limited (Underwriting Agency/Placing Broker)
Name of the Security %held

PL = CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON 100%

Underwriter fee charges:-

- An UW Levy (no GST for o/seas insurer. We show under Fire Levy)
- An UW Agency Fee (+GST for local office. We show under UW Fee)
- S/Duty for state of QLD is charged at 7.5% of Base Premium

Winsure Insurance Group Pty Limited Schedule

THE SCHEDULE SUMMARISES 3 CRITICAL ISSUES

- I. INSURED/ACTIVITIES AND WARRANTIES &/OR PRE-CONDITIONS TO COVER
- II. MAJOR EXTENSIONS
- III. PREMIUM PAYMENT/CANCELLATION TERMS

I. INSURED/ACTIVITIES AND WARRANTIES &/OR PRE-CONDITIONS

Insured : AS PER INVOICE
and any : Subsidiary &/or Related Companies existing/acquired such as, but not
: limited to **Dolphin Watch Pty Ltd, Rockingham Wild Encounters Pty Ltd**
: **Penguin Island Cruises Pty Ltd and Rockingham Dolphins.**
Situation: Rockingham WA - Australia Wide Cover
Business : Principally: AS PER INVOICE and ancillary activities

ACTIVITIES OF INSURED SHALL INCLUDE BUT NOT LIMITED TO: DAY ADVENTURES OF LOCAL REEFS, FERRY RIDES, SWIMMING WITH DOLPHINS AND/OR SIMILAR PROVIDED IT DOES NOT BREACH THE NON DISCLOSURE CONDITIONS (SEE GUIDELINES ON THE REVERSE OF THE INVOICE PAGE)

NOTING: MINISTER FOR TRANSPORT AND/OR LOCAL AUTHORITIES AS APPROPRIATE FOR THEIR RESPECTIVE RIGHTS & INTERESTS.

THIS IS A BROKER SUMMARY - IT IS NOT A POLICY WORDING

INSURED= Named policy holder, it's Personal representatives, Any Principal, Any Directors, officers, Employees, Social Committees; First Aid (not qualified doctors), Social Members; Canteen; Welfare organisations formed for the benefit of the employees all the above with the consent of the policy holder insured and in connection with the activities disclosed of the track.

Class of Policy: Public Liability	Policy No: HGL908-3401
The Insured: ROCKINGHAM WILD ENCOUNTERS PTY LTD & OTHERS AS	Invoice No: 49200

WARRANTIES & PRECONDITIONS TO COVER

P.LIAB - WARRANTIES AND PRECONDITIONS TO COVER

GENERAL (appearing in reference No order, not sequential)

1. Log of all hire plant maintenance to be maintained Monthly
2. Instructors to be qualified by relevant authorities.
3. EXCLUDES SUB-CONTRACTORS - INDEPENDENT CONTRACTORS
It is further agreed the insured shall inspect and verify all Contractors hold a current Public Liability policy which declares activities and verifies "Participation" cover.
4. Compliance with all statutory processes including safety
5. Documented safety controls; Induction of patrons
6. CONTRACTING OUT HAZARDOUS ADVENTURE. It is hereby noted and agreed that the insured contracts out all Harzardous "ADVENTURE" activities.
7. MIN PREMIUM. Subject to turnover declaration for adjustment of premium against increased activity.

REFER TO EXCLUSIONS APPEARING AFTER EXTENSIONS

COVER= Indemnity in respect of all sums which you become

legally liable for compensation in respect of:-
a) Bodily Injury b) Resultant Loss/damage to property
happening during the period of insurance as a result of an
"accident/occurrence" (as defined) and in connection with the
business (known activities).

POLICY WORDING:

OCCURRENCE (STANDARD GENERAL LIABILITY WORDING) = YES

LIMIT OF LIABILITY

\$10,000,000

II. MAJOR EXTENSIONS

- 2 PRODUCTS (caused by its Nature/Condition/Quality)
- ADVERTISING LIABILITY
- BOILER/PRESSURE VESSEL EXPLOSION
- BROADFORM Policy Wording
- Car Parks/Parking (provided no reward or auto service)
- CCC Goods in Physical CUSTODY CARE &/or CONTROL NIL
- Cross Liability
- Hoists, Cranes and Unregistered Vehicles
- Lifts, Elevators, Escalators
- MOTOR VEHICLE - SBI/CTP GAP
- PARTICIPATION in actual SPORT or EXERCISE activity
- Plant HIRED in/out
- PREMISES: Tenants/Property Owners as appropriate
- PRINCIPAL'S INDEMNITY in respect to insured Activities
- PROFESSIONAL DUTY (where such a capacity exists) NO
- Sub-Contractors of the insured (VICARIOUSLY ONLY)
- TRAILERS (REGISTERED) WHEN OTHERWISE UNINSURED

HULL LIABILITY

HULL LIABILITY

HULL LIABILITY (ALSO KNOWN AS P&I OR PANDI) IS TRADITIONALLY AFFORDED UNDER A BOAT POLICY HOWEVER THIS GENERAL LIABILITY POLICY WILL INCLUDE IF NOTED HEREUNDER

1. HULL LIABILITY (DAMAGE TO 3RD PARTY BY THE VESSEL)
 - UNSPECIFIED WATERCRAFT MEETING THE FOLLOWING MEASUREMENTS
 - VESSELS UNDER 8MTRS UNLESS OTHERWISE SPECIFIED YES
 - DINGY & KAYAK VESSEL USED AS TENER TO LARGER VESSEL**
 - VESSELS OVER 8MTRS UNLESS OTHERWISE SPECIFIED NO

Schedule of Insurance

Class of Policy: Public Liability	Policy No: HGL908-3401
The Insured: ROCKINGHAM WILD ENCOUNTERS PTY LTD & OTHERS AS	Invoice No: 49200

HULL LIABILITY - EQUIPMENT - WHEN FITTED TO THE VESSEL IT FORMS PART OF THE VESSEL OTHERWISE IT IS CONSIDERED GENERAL PROPERTY OF THE INSURED'S BUSINESS.

2. PASSENGER LIABILITY

UNSPECIFIED WATERCRAFT MEETING THE FOLLOWING MEASUREMENTS VESSELS UNDER 8MTRS UNLESS OTHERWISE SPECIFIED	YES
DINGY & KAYAK VESSEL USED AS TENER TO LARGER VESSEL VESSELS OVER 8MTRS UNLESS OTHERWISE SPECIFIED	NO

THE GENERAL LIABILITY POLICY COVERS "OFF BOAT ACTIVITIES"

WHICH INCLUDES THE PERSON/S ON THE ACTUAL RIDE AND PASSENGERS INCLUDING WHILST DISEMBARKING AND EMBARKING THE VESSEL.

Excess - Each and every incident \$ 2,500

EXCLUSIONS: Standard as per policy wording.

Additional & Amended Policy Exclusions within the Atlas Scheme Wording
Internet Operations Exclusion
Terrorism Exclusion
Date Recognition Exclusion
Aircraft Products Exclusion
Faulty Workmanship Amended Exclusion
Professional Liability Amended Exclusion
Territorial Limits (USA/CANADA) Amended Exclusion
