

**INDEPENDENT COMMISSION AGAINST CORRUPTION**

**STATEMENT IN THE MATTER OF: Operation Hector – E19/1595**

**PLACE: Sydney**

**NAME: Gary Edward Jeffrey**

**ADDRESS: C/ - Berkley Insurance Company, Level 7, 321 Kent Street, Sydney  
NSW 2000**

**OCCUPATION: Regional Chief Risk Officer – Asia Pacific**

**TELEPHONE NO: [REDACTED] 0 733**

**DATE: 19 June 2023**

**States: -**

- 
1. This statement made by me accurately sets out the evidence which I would be prepared, if necessary, to give in Court as a witness. The statement is true to the best of my knowledge and belief, and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.
  
  2. I am 61 years of age.
  
  3. I am currently employed as Regional Chief Risk Officer, Asia Pacific at Berkey Insurance Company ('Berkley'). The Australian Branch of Berkley is made up of two operational units: (i) Berkley Insurance Australia; and (ii) Berkley Re Australia. I have worked at Berkley since 26th March 2012 and held my current position for 7 years. As the Regional Chief Risk Officer for Berkley, my primary role is to ensure that an effective and efficient three lines of defence risk management and assurance

Signature

[REDACTED]

Witness

[REDACTED]

*John Mallos*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

model is developed, implemented, maintained, monitored and embedded across the Asia Pacific operations of Berkley (incorporating the Australia, Singapore, Hong Kong and Labuan branch operations) consistent with the regulatory requirements of the various jurisdictions within which Berkley operates.

4. Berkley is a member of the W. R. Berkley Corporation. W. R. Berkley Corporation is a leading provider of commercial lines property and casualty insurance and reinsurance operating in the U.S., U.K., Continental Europe, South America, Canada, Mexico, Scandinavia, Australia and the Asia-Pacific Region.
5. Founded in 1967, W. R. Berkley Corporation is an insurance holding company that is among the largest commercial lines writers in the United States and operates worldwide in two segments of the property casualty insurance business: Insurance and Reinsurance. Each of the Berkley companies, or operating units within Berkley, participates in a niche market requiring specialized knowledge about an industry, product or territory.
6. I make this statement from records kept and stored in the custody, possession and control of Berkley. I have access to these business records and I am authorised to comment on these records that are kept in the normal course of business and are true and correct to the best of my knowledge and belief.

7. [REDACTED]  
[REDACTED]

Signature [REDACTED]

Witness [REDACTED]

*John M. Kelly*

STATEMENT IN THE MATTER OF:  
NAME:

---

[REDACTED]

- | [REDACTED]
- [REDACTED]
- [REDACTED]
- | [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

Signature

[REDACTED]

Witness

[REDACTED]

*John M. ...*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

As a result of the email from [REDACTED] on 21 April 2023, John Mallios (“JM”) – who is Berkley’s Regulatory Legal and Compliance Officer and reports directly to me - commenced a search of the databases and other records held by Berkley.

8. JM has located various documents in the name of RJS Infrastructure Group Pty Ltd which include:

- Berkley Public and Products Liability Insurance Quotation for RJS Infrastructure Group Pty Ltd dated 7/9/2018, reference number 201809-1996, period of insurance 7/9/2018 to 7/9/2019.

**EXHIBIT 3: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD PUBLIC AND PRODUCTS LIABILITY INSURANCE QUOTATION DATED 7/9/2018, REFERENCE 201809-1996, FOR PERIOD OF INSURANCE 7/9/2018 TO 07/09/2019.**

- Berkley Public and Products Liability Insurance Schedule for RJS Infrastructure Group Pty Ltd issued on 19/9/2018, policy number 201809-1577 BIA, period of insurance 19/9/2018 to 19/9/2019.

**EXHIBIT 4: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD PUBLIC AND PRODUCTS LIABILITY INSURANCE**

Signature \_\_\_\_\_

[REDACTED SIGNATURE]

Witness \_\_\_\_\_

[REDACTED WITNESS]

*John Mallios*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

**SCHEDULE ISSUED 19/9/2018, REFERENCE 201809-1577 BIA, FOR PERIOD OF INSURANCE 19/9/2018 TO 19/9/2019.**

- Berkley Public and Products Liability Insurance Quotation for RJS Infrastructure Group Pty Ltd dated 16/9/2019, reference number 201809-1577 BIA, period of insurance 19/9/2019 to 19/9/2020 and Public & Products Liability Renewal Declaration digitally signed by Tony Nguyen on 10/9/2019.

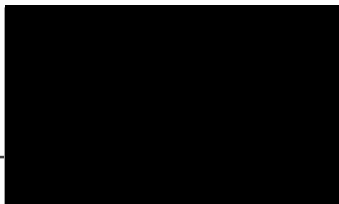
**EXHIBIT 5: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD PUBLIC AND PRODUCTS LIABILITY INSURANCE QUOTATION DATED 16/9/2019, REFERENCE 201809-1577 BIA, PERIOD OF INSURANCE 19/9/2019 TO 19/09/2020.**

**EXHIBIT 6: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD PUBLIC AND PRODUCTS LIABILITY RENEWAL DECLARATION SIGNED BY TONGY NGUYEN ON 10/09/2019**

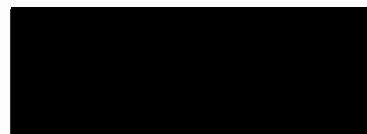
- Berkley Public and Products Liability Insurance Schedule for RJS Infrastructure Group Pty Ltd issued on 17/9/2019, policy number 201809-1577 R1 BIA, period of insurance 19/9/2019 to 19/9/2020.

**EXHIBIT 7: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD PUBLIC AND PRODUCTS LIABILITY INSURANCE**

Signature \_\_\_\_\_



Witness \_\_\_\_\_



*John Mallios*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

**SCHEDULE ISSUED 17/9/2019, REFERENCE 201809-1577 R1 BIA, PERIOD OF INSURANCE 19/9/2019 TO 19/9/2020.**

- Berkley Certificate of Currency for RJS Infrastructure Group Pty Ltd issued on 26/9/2019, policy number 201809-1577 R1 BIA, period of insurance 19/9/2019 to 19/9/2020.

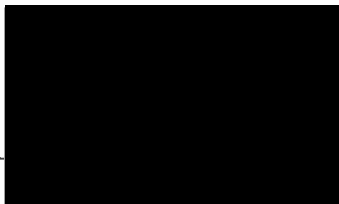
**EXHIBIT 8: I PRODUCE A COPY OF THE RJS INFRASTRUCTURE GROUP PTY LTD CERTIFICATE OF CURRENCY ISSUED 26/9/2019, POLICY 201809-1577 R1 BIA, PERIOD OF INSURANCE 19/9/2019 TO 19/09/2020.**

9. JM has located various documents in the name of Marble Arch Pty Ltd which include:

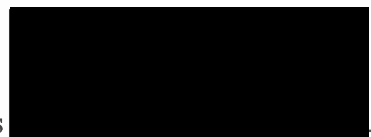
- Berkley Professional Indemnity Proposal Form for Marble Arch Pty Ltd, signed by Aidan Cox on 21/3/2018; and Berkley Professional Indemnity Insurance Quotation for Marble Arch Pty Ltd dated 4/4/2018, reference number 201804-1596, period of insurance 4/4/2018 to 4/4/2019.

**EXHIBIT 9: I PRODUCE A COPY OF THE MARBLE ARCH PTY LTD PROFESSIONAL INDEMNITY PROPOSAL FORM SIGNED ON 21.03.18**

Signature \_\_\_\_\_



Witness \_\_\_\_\_



*JOHN MALLIOS*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

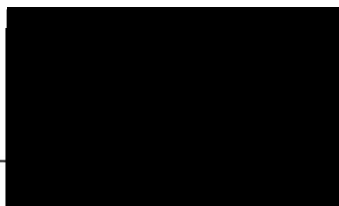
**EXHIBIT 10: I PRODUCE A COPY OF THE PROFESSIONAL INDEMNITY  
INSURANCE QUOTATION DATED 4/4/2018, REFERENCE 201804-1596,  
PERIOD OF INSURANCE 4/4/2018 to 4/4/2019**

- Berkley Public and Products Liability Insurance Quotation for Marble Arch Pty Ltd dated 4/4/2018, reference number 201804-1597, period of insurance 4/4/2018 to 4/4/2019.

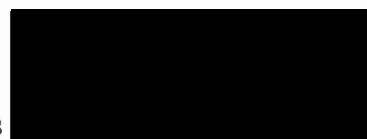
**EXHIBIT 11: I PRODUCE A COPY OF THE MARBLE ARCH PTY LTD  
PUBLIC AND PRODUCTS LIABILITY INSURANCE QUOTATION DATED  
4/4/2018, REFERENCE 201804-1597, PERIOD OF INSURANCE 4/4/2018 to  
4/4/2019.**

10. I am able to state that the quotations produced in Exhibit 10 or Exhibit 11 did not convert to a policy as Berkley's policy administration system records the status of these quotations as "Not Taken Up". Further, Berkley did not provide Aidan Cox or Marble Arch Pty Ltd with any other quotation for Professional Indemnity Insurance or Public and Products Liability Insurance on or around 4 April 2018.
11. On 8 May 2023 I was shown a Berkley Certificate of Currency in the name of Marble Arch Pty Ltd, ABN: 78 624 519 026, policy number 201809-1577 R1 BIA, insurance type being Public and Products Liability. The certificate issue date is 26/9/2019, for period of insurance 19/11/2019 to 19/11/2020.

Signature \_\_\_\_\_



Witness \_\_\_\_\_



*John Mottelios*

**STATEMENT IN THE MATTER OF:  
NAME:**

---

**EXHIBIT 12: I PRODUCE A COPY OF THE MARBLE ARCH PTY LTD  
CERTIFICATE OF CURRENCY POLICY NUMBER 201809-1577 R1 BIA,  
FOR THE PERIOD 19/11/2019 TO 19/11/2020.**

12. I commenced a search of the databases and other records held by Berkley and have found that policy number 201809-1577 R1 BIA is the policy held in the name of RJS Infrastructure Group Pty Ltd for period of insurance 19/9/2019 to 19/9/2020 and not Marble Arch Pty Ltd for period of insurance 19/11/2019 to 19/11/2020, as stated on the Certificate of Currency in Exhibit 12. .

13. RJS Infrastructure Group Pty Ltd had been issued a Berkley Certificate of Currency on 26/09/2019 for policy number 201809-1577 R1 BIA, which is produced in Exhibit 8. By comparison to the Certificate of Currency produced at Exhibit 8, the Certificate of Currency produced at Exhibit 12 appears to be altered/amended to include the following details:

- Marble Arch Pty Ltd as the insured,
- Marble Arch Pty Ltd ABN 78 624 519 026,
- Period of Insurance 19/11/2019 to 19/11/2020, and
- Principle Address [REDACTED] Croydon NSW 2132 Australia.

14. A Public and Products Liability Certificate of Currency for policy number 201809-1577 R1 BIA was not issued on 26/09/2019 by Berkley to Marble Arch Pty Ltd.

Signature \_\_\_\_\_

[REDACTED]

Witness \_\_\_\_\_

[REDACTED]

*John Maccios*

















## Exhibit 3



## Public & Products Liability Insurance Quotation

Berkley Insurance Australia is an APRA Authorised Insurance Company

If subjectivities are applicable, this document becomes a non-binding indication.

**REFERENCE NO:** 201809-1996 **Quote Date:** 7/09/2018  
**Underwriter:** Trevor Williamson

**BROKER:** IAA - Moody Kiddell & Partners (Insurance) Pty Limited (NSW)

**INSURED:** RJS Infrastructure Group Pty Ltd

**COMMISSION:** 15%

**PERIOD OF INSURANCE:** From: 4pm 7/09/2018 To: 4pm 7/09/2019

**BUSINESS ACTIVITY:** Fitouts, renovations and civil work.

		Option 1	Option 2
INDEMNITY LIMIT	Public Liability	\$10,000,000 any one Occurrence	\$20,000,000 any one Occurrence
	Products Liability	\$10,000,000 any one Occurrence and in the aggregate any one Period of Insurance	\$20,000,000 any one Occurrence and in the aggregate any one Period of Insurance
EXCESS	Public Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)	\$1,000 Each and Every Occurrence (Costs Inclusive)
	Products Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)	\$1,000 Each and Every Occurrence (Costs Inclusive)
PREMIUM		\$1,100.00	\$1,500.00
GST		\$110.00	\$150.00
SD		\$108.90	\$148.50
<b>TOTAL</b>		<b>\$1,318.90</b>	<b>\$1,798.50</b>

**POLICY WORDING:** BIA GL 2018

**ENDORSEMENTS:** Hot Work Condition GL 2018  
Underground Services Condition GL 2018

**AUTOMATIC EXTENSIONS:** Defence Costs and Expenses  
Costs of Court Attendance  
Indemnity to Other Persons  
Cross Liabilities

If subjectivities are applicable, this document becomes a non-binding indication.

**SUBJECTIVITIES:** This quote is subject to the following conditions which must be complied with before Berkley Insurance Australia will go on risk

1. NSW Stamp Duty Exemption form to be completed prior to binding

**JURISDICTION:** Worldwide excluding USA and Canada unless specifically stated otherwise

**INSURER:** Berkley Insurance Australia, APRA Authorised Insurance Company ABN: 53126559706

### STANDARD CONDITIONS:

1. Terms open 30 days, no cover given.
2. This quotation is withdrawn if PRIOR to the commencement of the policy period, the entity to be insured or any of its directors, principals, partners employees or consultants (or a reasonable person in their circumstances) becomes aware of:-

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au



- a. any claim(s) against the entity or individuals to be insured, or circumstances which may give rise to a claim against the entity or individuals to be insured that have not previously been advised to Berkley Insurance Australia; or
- b. any information that would be a matter relevant to the decision of Berkley Insurance Australia whether to accept the risk and, if so, on what terms.

Once the further information has been advised to the underwriter and depending upon its content, a further quote may or may not be issued.

Berkley Insurance Australia does not as a matter of course provide general financial product advice to our brokers. If we do provide advice in our dealings with you, the advice is for your use only and must not be attributed to Berkley in any advice you provide to your clients.

Effective December 28, 2015 amendments to the duty of disclosure become effective for all contracts entered into on or after that date. Please note the Duty of Disclosure that is subject to and forms part of this quotation.

**Additional Condition**

Not Applicable

**Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we 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 us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We trust this is in order, if you wish to discuss any part of this quote please do not hesitate to contact us.

Kind regards,  
Trevor Williamson  
Berkley Insurance Australia

Please ensure your closing reflects the following:

**Closing Calculations**

	Option 1	Option 2
Indemnity Limit	\$10,000,000	\$20,000,000
Base Premium (Total)	\$1,100.00	\$1,500.00
GST on Premium	\$110.00	\$150.00
Stamp Duty	\$108.90	\$148.50
<b>TOTAL</b>	<b>\$1,318.90</b>	<b>\$1,798.50</b>
Commission	\$165.00	\$225.00
GST Commission	\$16.50	\$22.50
<b>Net Premium to Berkley Insurance Australia</b>	<b>\$1,137.40</b>	<b>\$1,551.00</b>

**Stamp Duty and GST Calculation on Base Premium**

**Stamp Duty Calculation Sheet - Public and Products Liability**

State	Split of Activities	Stamp Duty %	OPTION 1	OPTION 2
ACT	0%	0%	-	-
NSW	100%	9%	\$108.90	\$148.50
NT	0%	10%	-	-
QLD	0%	9%	-	-
SA	0%	11%	-	-
TAS	0%	10%	-	-
VIC	0%	10%	-	-
WA	0%	10%	-	-
Overseas	0%	0%	-	-
<b>TOTAL</b>	<b>100%</b>		<b>\$108.90</b>	<b>\$148.50</b>

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 4



## Public & Products Liability Insurance Schedule

Berkley Insurance Australia is an APRA Authorised Insurance Company

<b>POLICY NO:</b>	201809-1577 BIA	
<b>INSURANCE TYPE:</b>	Public and Products Liability	
<b>POLICY WORDING:</b>	BIA GL 2018	
<b>INSURED:</b>	RJS Infrastructure Group Pty Ltd	
<b>PERIOD OF INSURANCE:</b>	From: 4pm 19/09/2018 To: 4pm 19/09/2019	
<b>BUSINESS:</b>	Fitouts, renovations and civil work.	
<b>INDEMNITY LIMIT:</b>		
Public Liability	\$20,000,000	any one Occurrence
Products Liability	\$20,000,000	any one Occurrence and in the aggregate any one Period of Insurance
<b>EXCESS:</b>		
Public Liability	\$1,000	Each and Every Occurrence (Costs Inclusive)
Products Liability	\$1,000	Each and Every Occurrence (Costs Inclusive)
<b>TERRITORIAL LIMITS:</b>	As per wording	
<b>ENDORSEMENTS:</b>	Hot Work Condition GL 2018 Underground Services Condition GL 2018	
<b>BASE PREMIUM</b>	\$1,500.00	
<b>GST</b>	\$150.00	
<b>STAMP DUTY</b>	\$0.00	
<b>TOTAL</b>	<u>\$1,650.00</u>	

Signed for and on behalf of Berkley Insurance Australia  
Date of issue 19/09/2018

For full details of cover please refer to the policy wording.

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 5



## Public & Products Liability Insurance Quotation

Berkley Insurance Australia is an APRA Authorised Insurance Company

If subjectivities are applicable, this document becomes a non-binding indication.

**REFERENCE NO:** 201809-1577 BIA **Quote Date:** 16/09/2019  
**Underwriter:** Trevor Williamson

**BROKER:** Moody Kiddell & Partners (Insurance) Pty Limited (NSW)

**INSURED:** RJS Infrastructure Group Pty Ltd

**COMMISSION:** 15%

**PERIOD OF INSURANCE:** From: 4pm 19/09/2019 To: 4pm 19/09/2020

**BUSINESS ACTIVITY:** Fitouts, renovations and civil work.

		Option 2
INDEMNITY LIMIT	Public Liability	\$20,000,000 any one Occurrence
	Products Liability	\$20,000,000 any one Occurrence and in the aggregate any one Period of Insurance
EXCESS	Public Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)
	Products Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)
PREMIUM		\$1,500.00
GST		\$150.00
SD		\$0.00
<b>TOTAL</b>		<b>\$1,650.00</b>

**POLICY WORDING:** Steadfast GL 1 - 2014

**OPTIONAL EXTENSIONS:** Products Exported to North America with Your Knowledge Not Covered

**ENDORSEMENTS:** Care Custody Control Endorsement (250k) - Steadfast GL 1 - 2014  
Hot Works Condition - Steadfast GL 1 - 2014v2  
Underground Services Condition - Steadfast GL 1 - 2014v2

If subjectivities are applicable, this document becomes a non-binding indication.

**SUBJECTIVITIES:** This quote is subject to the following conditions which must be complied with before Berkley Insurance Australia will go on risk  
Not Applicable

**JURISDICTION:** Worldwide excluding USA and Canada unless specifically stated otherwise

**INSURER:** Berkley Insurance Australia, APRA Authorised Insurance Company ABN: 53126559706

### STANDARD CONDITIONS:

1. Terms open 30 days, no cover given.
2. This quotation is withdrawn if PRIOR to the commencement of the policy period, the entity to be insured or any of its directors, principals, partners employees or consultants (or a reasonable person in their circumstances) becomes aware of:
  - a. any claim(s) against the entity or individuals to be insured, or circumstances which may give rise to a claim

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

against the entity or individuals to be insured that have not previously been advised to Berkley Insurance Australia; or  
 b. any information that would be a matter relevant to the decision of Berkley Insurance Australia whether to accept the risk and, if so, on what terms.

Once the further information has been advised to the underwriter and depending upon its content, a further quote may or may not be issued.

Berkley Insurance Australia does not as a matter of course provide general financial product advice to our brokers. If we do provide advice in our dealings with you, the advice is for your use only and must not be attributed to Berkley in any advice you provide to your clients.

Effective December 28, 2015 amendments to the duty of disclosure become effective for all contracts entered into on or after that date. Please note the Duty of Disclosure that is subject to and forms part of this quotation.

**Additional Condition**

Not Applicable

**Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we 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 us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We trust this is in order, if you wish to discuss any part of this quote please do not hesitate to contact us.

Kind regards,  
 Trevor Williamson  
 Berkley Insurance Australia

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

Please ensure your closing reflects the following:

**Closing Calculations**

	<b>Option 2</b>
Indemnity Limit	\$20,000,000
Base Premium (Total)	\$1,500.00
GST on Premium	\$150.00
Stamp Duty	\$0.00
<b>TOTAL</b>	<b>\$1,650.00</b>
Commission	\$225.00
GST Commission	\$22.50
<b>Net Premium to Berkley Insurance Australia</b>	<b>\$1,402.50</b>

**Stamp Duty and GST Calculation on Base Premium**

**Stamp Duty Calculation Sheet - Public and Products Liability**

State	Split of Activities	Stamp Duty %	OPTION 2
ACT	0%	0%	-
NSW	100%	9%	\$0.00
NT	0%	10%	-
QLD	0%	9%	-
SA	0%	11%	-
TAS	0%	10%	-
VIC	0%	10%	-
WA	0%	10%	-
Overseas	0%	0%	-
<b>TOTAL</b>	<b>100%</b>		<b>\$0.00</b>

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | [sydney@berkleyinaus.com.au](mailto:sydney@berkleyinaus.com.au)  
 Brisbane: (07) 3220 9900 | [brisbane@berkleyinaus.com.au](mailto:brisbane@berkleyinaus.com.au)  
 PO Box Q296 QVB NSW 1230 | [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | [melbourne@berkleyinaus.com.au](mailto:melbourne@berkleyinaus.com.au)  
 Adelaide: (08) 8470 9020 | [adelaide@berkleyinaus.com.au](mailto:adelaide@berkleyinaus.com.au)  
 Perth: (08) 6488 0900 | [perth@berkleyinaus.com.au](mailto:perth@berkleyinaus.com.au)

## Exhibit 6



**PUBLIC & PRODUCTS LIABILITY RENEWAL DECLARATION**

**IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS RENEWAL DECLARATION**

**A. Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know that may affect our decision to insure you and on what terms.

You have this duty until we 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 us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**B. Subrogation Agreements**

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the Insurer will not cover you under the insurance for such loss or damage.

**C. Privacy Statement**

Berkley Insurance Australia handles your personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

Consent

By requesting us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure of personal information you have provided to us for the purposes set out in our Privacy Policy.

How we collect your personal information

Generally we collect personal information from you or your agents. Personal information may also be collected by us from our agents and service providers; other insurers and insurance reference bureaus; third parties who may claim under your policies; service providers who assist us in investigating, processing and settling claims; third parties who may be arranging cover for a group that you are part of; statutory, regulatory and law enforcement bodies and from publicly available sources.



#### Why we collect personal information

The personal information we collect enables us to provide our products and services. This may include processing and settling claims; offering products and services that may be of interest to you and conducting market research for products and services that may be relevant to you.

You can choose not to receive product or service offering from us by calling (02) 92758500 Eastern Standard Time 9am to 5pm Monday to Friday inclusive. For further information, you can access our Privacy Policy at [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)

#### Who we disclose your personal information to

Your personal information may be disclosed to other parties with whom we have business arrangements for purposes set out in the paragraph above. These parties may include insurers, intermediaries, reinsurers, related companies, our advisers and parties involved in claims assessment, processing, investigation and settlement. Where required by law, we may also disclose information to government, law enforcement, dispute resolution and statutory or regulatory bodies.

#### Personal information about others

Where you provide personal information about others, you represent to us that you have made them aware that you will do so, the types of third parties we may disclose it to together with the purposes we and our third parties use it for, how they can access such information and how complaints can be made

Where you provide sensitive information about others, you represent to us that you have obtained their consent. If you have not, and will not do so, you must tell us before you provide the sensitive information.

#### Overseas Disclosure

Your personal information may be disclosed to other companies in the Berkley group, reinsurers and service providers that may be located in Australia and overseas. The countries this information may be disclosed may vary from time to time but may include the United States of America and other countries where the Berkley group has a presence.

Any information disclosed may only be used for the purposes detailed above.

#### Accessing your personal information and dealing with complaints

You may request access to the personal information we hold about you by calling us at any time.

Our Privacy Policy details how you can make a complaint about a breach of the privacy principles as set out in the Privacy Act 1988 (Cth) and our complaints process.

Our Privacy Policy is available at [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)

#### Contact Details

Berkley Insurance Australia

Level 7, 321 Kent Street

SYDNEY NSW 2000

Ph: 02 9275 8500

Fax: 02 9261 2773

Email: [australia@berkleyinaus.com.au](mailto:australia@berkleyinaus.com.au) Web site: [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)





Berkley Insurance Company, trading as Berkley Insurance Australia ("We", "Us") may issue a policy to replace your expiring public and products liability policy underwritten by Us.

In underwriting and issuing a replacement policy, we may rely on all disclosures, proposals, declarations and representations made by you to us in this form, including those in previous proposal forms and/or declarations submitted to Us.

If any details of your business or activities performed have changed since you completed last year's proposal form and/or declaration or any disclosures, proposals, declarations and representations made by you to Us are no longer true, complete or accurate, you must advise Us.

If you do not advise us of any material changes, coverage under the proposed Insurance policy may be altered or void. If there are any material changes to notify, please ask your insurance broker for a full proposal form.

**GENERAL INFORMATION**

Name of Insured:

Policy Number:  Expiry Date:

Name of Intermediary:

1. Please provide a description of your business activities and products supplied (if applicable) and details of any changes in operation in the last 12 months or anticipated changes to the business in the next 12 months.

2. Have you discontinued manufacturing, processing or handling any products within the last 12 months?

No  Yes  If yes, please provide full details.

3. Do you have representation outside Australia?

No  Yes  If yes, where and what is the nature of your representation in such country (eg. domiciled employee, power of attorney, branch subsidiary, agency, etc.)

4. Please provide an updated schedule of properties owned or occupied and any occupancy therein.



5. Turnover split by major business activity or product (where the business is conducted in more than one state, we will require a split of turnover by state).

Business activity or product	State	Actual for last 12 months	Estimate for next 12 months

6. Please give a percentage split totalling 100% of which state generates the proposer’s income:

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S

If income is generated in NSW, please answer the following additional questions:

- a. Is the proposer a Capital Gains Tax small business entity (within the meaning of section 152-10(1AA) of the *Income Tax Assessment Act 1997* (Cth))? No  Yes
- b. Is the proposer a small business individual, partnership, company and/or trust, which is carrying on a business, and the business has an aggregated turnover of less than \$2,000,000? (Aggregated turnover is your Australia wide annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you). No  Yes

7. Estimated wages.

Actual for last 12 months:  Estimate for next 12 months:

8. Do you engage personnel from labour hire companies (other than contractors mentioned in Question 8 below)?

No  Yes  If yes, please estimate annual split between:

	Actual for last 12 months	Estimate for next 12 months
a) Payment to labour hire companies or other parties		
b) Number of people engaged		
c) Type of work undertaken		

9. Do you engage contractors or sub-contractors

No  Yes  If yes, please estimate annual payments split between:

	Actual for last 12 months	Estimate for next 12 months
a) Labour only		
b) Labour and services		
c) Labour and materials		
d) Type of work carried out		

10. Do you assume liability under contract or hold harmless (other than lease liability)?

No  Yes  ► If yes, please provide details and attach copies of all agreements.

--

11. Products

	Product and destination	Estimate for next 12 months
a) If you import products, please provide details of products and revenue generated		
b) If you have exports, please provide details by product and revenue generated		

12. Is work performed away from your premises?

No  Yes  ► If yes, please provide:

	Actual for last 12 months %	Estimate for next 12 months %
a) Percentage of turnover		
b) Type of work		

13. Is welding or hot work performed by you or on your behalf?

No  Yes  ► If yes, do you operate to AS 1674 – Part 1? No  Yes

14. Do you have property in your care, custody or control?

No  Yes  ► If yes, please provide brief details including the total value of the property:

--



15. Have any products been the subject of a recall notice in the past 5 years?

No  Yes  ▶ If yes, please provide details:

16. Have any incidents occurred that may give rise to a claim that has not been advised to Berkley Insurance Australia?

No  Yes  ▶ If yes, please provide details:

17. Was this liability cover insured with an underwriter other than Berkley Insurance Australia during the last 5 years?

No  Yes  ▶ If yes, please provide details of updated claims experience for this preceding period on Insurer letterhead.

## DECLARATION

I declare that I am authorised to complete this Renewal Declaration (Declaration) on behalf of the Company and that to the best of my knowledge and belief the statements and particulars in this Declaration are true and correct and no material facts have been omitted or misrepresented. I undertake to inform Berkley Insurance Australia (BIA) of any change to any material fact which occurs before the inception date of any insurance based on this Declaration.

By completing and signing this Declaration you acknowledge, accept and agree that in underwriting and issuing a policy BIA does and will rely on all disclosures, proposals, declarations and representations made by you to Us.

10/09/2019

Date

Tony Nguyen

Name of authorised individual/partner/principal/director

Tony Nguyen Digitally signed by Tony Nguyen  
Date: 2019.09.10 23:57:54 +10'00'

Signature of authorised individual/partner/principal/director

### Sydney

Tel. (02) 9275 8500  
sydney@berkleyinaus.com.au

### Melbourne

Tel. (03) 8622 2000  
melbourne@berkleyinaus.com.au

### Brisbane

Tel. (07) 3220 9900  
brisbane@berkleyinaus.com.au

### Perth

Tel. (08) 6488 0900  
perth@berkleyinaus.com.au

### Adelaide

Tel. (08) 8470 9020  
adelaide@berkleyinaus.com.au

## Exhibit 7



## Public & Products Liability Insurance Schedule

Berkley Insurance Australia is an APRA Authorised Insurance Company

<b>POLICY NO:</b>	201809-1577 R1 BIA		
<b>INSURANCE TYPE:</b>	Public and Products Liability		
<b>POLICY WORDING:</b>	Steadfast GL 1 - 2014		
<b>INSURED:</b>	RJS Infrastructure Group Pty Ltd		
<b>ABN:</b>	85626627941		
<b>PRINCIPAL ADDRESS:</b>	[REDACTED] Yagoona NSW 2199 AUSTRALIA		
<b>PERIOD OF INSURANCE:</b>	From: 4pm 19/09/2019 To: 4pm 19/09/2020		
<b>BUSINESS:</b>	Fitouts, renovations and civil work.		
<b>INDEMNITY LIMIT:</b>			
Public Liability	\$20,000,000	any one Occurrence	
Products Liability	\$20,000,000	any one Occurrence and in the aggregate any one Period of Insurance	
<b>EXCESS:</b>			
Public Liability	\$1,000	Each and Every Occurrence (Costs Inclusive)	
Products Liability	\$1,000	Each and Every Occurrence (Costs Inclusive)	
<b>TERRITORIAL LIMITS:</b>	As per wording		
<b>OPTIONAL EXTENSIONS:</b>	Products Exported to North America with Your Knowledge		Not Covered
<b>ENDORSEMENTS:</b>	Care Custody Control Endorsement (250k) - Steadfast GL 1 - 2014 Hot Works Condition - Steadfast GL 1 - 2014v2 Underground Services Condition - Steadfast GL 1 - 2014v2		
<b>BASE PREMIUM</b>	\$1,500.00		
<b>GST</b>	\$150.00		
<b>STAMP DUTY</b>	\$0.00		
<b>TOTAL</b>	<u>\$1,650.00</u>		

Signed for and on behalf of Berkley Insurance Australia  
Date of issue 17/09/2019

For full details of cover please refer to the policy wording.

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 8

E19/1595/AS-02-289/PR-0001

**From:** [Williamson, Trevor](#)  
**To:** ["CClark@mkpinsurance.com.au"](mailto:CClark@mkpinsurance.com.au)  
**Subject:** RJS Infrastructure  
**Date:** Thursday, 26 September 2019 9:58:21 AM  
**Attachments:** [RJS Infrastructure Group Pty Ltd 201809-1577 R1 BIA - Certificate Of Currency.pdf](#)

---

Hi Charles,  
CofC attached as requested.  
Regards,



## Certificate of Currency

**POLICY NO:** 201809-1577 R1 BIA  
**INSURANCE TYPE:** Public and Products Liability  
**POLICY WORDING:** Steadfast GL 1 - 2014  
**THE INSURED:** RJS Infrastructure Group Pty Ltd  
**ABN:** 85626627941  
**PRINCIPAL ADDRESS:** [REDACTED] B  
 Yagoona NSW 2199 AUSTRALIA  
**BUSINESS:** Fitouts, renovations and civil work.  
**POLICY PERIOD:** From: 19/09/2019 4pm To: 19/09/2020 4pm  
 Both days inclusive (Local Standard Time)  
**LIMIT OF INDEMNITY:**  
 Public Liability \$20,000,000 any one Occurrence  
 Products Liability \$20,000,000 any one Occurrence and in the aggregate any one Period of Insurance  
**TERRITORIAL LIMITS:** As per wording  
**ENDORSEMENTS SUBJECT TO FULL WORDING:** Care Custody Control Endorsement (250k) - Steadfast GL 1 - 2014  
 Hot Works Condition - Steadfast GL 1 - 2014v2  
 Underground Services Condition - Steadfast GL 1 - 2014v2

Signed for and on behalf of Berkley Insurance Australia.  
 Date of issue 26/09/2019

This policy is current at date of issue.  
 For full details of cover please refer to the policy wording.  
 This certificate is only valid at the date of issue.

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 9



**MISCELLANEOUS CONSULTANTS PROFESSIONAL INDEMNITY  
PROPOSAL FORM**

**IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL**

**A. Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we 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 us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**B. Claims Made and Notified Policy**

This proposal form is for Professional Indemnity Insurance on a "Claims made and Notified" basis. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. It does not provide cover for:

- claims arising from an event which occurred before the policy's "retroactive date" where such a date is specified in the schedule;
- claims made after the period of cover expires (even where the event giving rise to the claim occurred during the period of cover);
- claims made, threatened or intimated before the period of cover commenced;
- claims arising from facts or circumstances of which you first became aware before commencement of the policy and which you knew or ought reasonably to have known, had the potential to give rise to a claim under the policy of any previous policy;
- claims arising from circumstances noted on the proposal form or any previous proposal form.

**C. Subrogation Agreements**

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the insurance for such loss or damage.





D. Average Provision

Section 1.2 of the policy provides that if the Insured's liability for any Claim is for an amount in excess of the amount of the Indemnity Limit, then Berkley Insurance Australia's liability for such Defence Costs will be in the same proportion as the Indemnity Limit bears to the sum required to dispose of that Claim.

E. Privacy

Berkley Insurance Australia seeks at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

Disclosure of Information that you provide to us

Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Berkley Insurance Australia and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- That the information has been collected in accordance with the Privacy Act 1988.
- That we are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing

We do not disclose personal information that we collect to a third party for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.

Cross Border

We will share your personal information with the Berkley group of companies. Our data containing your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless we have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au), or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed at the back of this form or alternatively send an email to [australiacclaims@berkleyinaus.com.au](mailto:australiacclaims@berkleyinaus.com.au).

## SECTION 1 – GENERAL DETAILS

1. Please provide the following details:

Name of proposer(s) to be covered	ABN	Date established
Marble Arch Pty Ltd	78624519026	19/02/18

2. Main address of the proposer and any other addresses:

Principal address:

Other addresses:

Email address:

Website address:

3. Individual, partner, principal, director, consultants details:

Name	Age	Qualifications	Date(s) Qualified	Length of Service	
				This practice	Previous practice
Aidan Cox	35	MEng Civil Engineering	06/07/2006		12 yrs

Please attach CV where the proposer has been established less than 3 years and/or where any individual has no relevant qualifications.

4. Number of employees split between the following:

Principal(s) / Director(s)       Qualified Staff       Administrative       Other (specify)       Total

5. Is the proposer connected or associated (financially or otherwise) with any other entity?

No  Yes       If yes, is cover required for any work undertaken for any associated entity?

No  Yes       If yes, please provide full details including nature of the work undertaken and income derived:



6. During the past 6 years has the proposer's name been changed, has any other business been purchased and/or has any merger or consolidation taken place?

No  Yes  If yes, please provide details:

**SECTION 2 – CLAIMS INFORMATION**

1. After full enquiry has the proposer sustained any loss through the fraud or dishonesty of any person?

No  Yes  If yes, please provide details (please attach a separate piece of paper if necessary):

2. After full enquiry is the proposer aware of any fraud, dishonesty, bankruptcy or administration order applicable to any past or present principal, partner, director or employee?

No  Yes  If yes, please provide details:

3. After full enquiry, has any claim been made against the proposer's business or any principal, partner, director, or employee whilst in this or any other business?

No  Yes  If yes, please provide details (please attach a separate piece of paper if necessary):

Date matter notified	Insurer	Claimant (or potential claimant)	Brief description	Amount paid including legal costs	Estimate of liability if not paid	Finalised or open

4. After full enquiry is the proposer aware of any circumstance or incident which has or could result in any claim being made against the proposer's business, or any principal, partner, director, or employee whilst in this or any other business?

No  Yes  If yes, please provide details:



5. After full enquiry has any principal, partner, director or employee been subject to any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business?

No  Yes  If yes, please provide details:

**SECTION 3 – THE BUSINESS: WORK UNDERTAKEN**

1. Please provide the proposer’s fees/income in each of the financial years derived from clients based in:

	Last Financial Year Ended __/__/__	Current Financial Year Ending __/__/__	Coming Financial Year Ending __/__/__
Australia	\$0.00	\$120 000	\$300 000
Elsewhere	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$120.000	\$300.000

2. If fees/income are/is declared as derived from clients based “Elsewhere” please provide details including territories involved and income derived.

3. Please give a percentage split totalling 100% of which state(s) generate the proposer’s income.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
100 %	%	%	%	%	%	%	%	%

4. Please provide full description of the activities undertaken by the proposer.

1 )Project management consulting services. where I will charge my time to organisations

2) Civil and building contracting. where I will manage numerous sub contracted trades to complete small projects up to ~ \$200,000 in value

5. Is the proposer aware of any change in activity/structure that will occur in the coming financial year?

No  Yes  If yes, please provide details.

6. What was the proposer’s largest fee earned from one client and the average fee per client in the last year?

Largest:  Average:



7. Please list the proposer's five largest contract assignments undertaken in the last three years

Type of service	Fee	Contract value	Date commenced	Date completed
1.	Nil to date			
2.				
3.				
4.				
5.				

8. Is the proposer a member of a consortium or has the proposer entered into a joint venture agreement?

No  Yes  If yes, please provide details:

#### SECTION 4 – THE BUSINESS: RISK MANAGEMENT

1. Is the proposer a member of any Association or accredited to any quality systems such as the ISO9000?

No  Yes  If yes, please provide details:

2. What are the proposer's procedures in operating a diary system?

At the moment, the company is being established. Once operating, a site diary will be maintained for any contracting activity. This will include time stamped photographs.  
For consulting activities, the same process will be maintained along with daily timesheets to be signed off by clients

3. If the proposer is a sole practitioner, please provide details of arrangements to maintain service and standards in the event of sickness or holiday?

At the moment, the company is being established. Once operating, in the event of sickness, for contracting activities, I have a wide network of connections that can be called upon to assist in running the business. For consulting services, in the event of sickness, it will be a case of no work, no payment. In the event of holidays, business activities will be undertaken outside this period and holidays will be planned well in advance.

4. Does the proposer have written procedures or checklists for the services performed?

No  Yes  If yes, please provide details:

Services performed are typical of what I have been doing for the past 8 years in Australia and before that, overseas. I have all the quality, safety, commercial records off previous projects and will use these 'Tier 1' contractor documents as a benchmark for the business.



5. What records are kept by the proposer of telephone conversations and attendance at meetings?

Attendance in meetings will be recorded by outlook calender and daily diary.  
Telephone conversations of business related matters will be recorded in daily diary and if deemed of importance followed up via email with relevant parties.

6. Does the proposer subscribe to any form of Continuing Professional Development or Education?

No  Yes  If yes, please provide details:

Member of Engineers Australia, working towards chartership. CPD is a requirement of this.

7. What are the proposer's procedures, such as letters of engagement, to ensure that a client's requirements are clearly identified and can be met?

A clearly defined role and responsibilities will be incorporated into any engagement letter for project management consulting services.  
A detailed scope of works, inclusive of all WHS, quality, environmental obligations will be written into any subcontract agreements for contracting activities. This will include relevant timeframes and penalties for delays.

8. Does the proposer always obtain satisfactory written references when engaging employees?

No  Yes  If yes, please provide details:

As part of my role over the years, reference checks have been essential for subcontractors to ensure that the works are to the required standard.  
In my previous role as a construction manager, I employed 20 engineers each time interviewing the potential candidates, following up after the interview with reference checks.

9. Does the proposer ensure that any outside consultants engaged carry their own Professional Indemnity Insurance?

No  Yes  If yes, please provide details:

If sub consultants are used, Professional indemnity Insurance will be a prerequisite to engagement.  
A sub-consultant engagement checklist will be used for all (if any) engagements.



## SECTION 5 – INSURANCE COVERAGE

1. Does the proposer currently have Professional Indemnity Insurance in force for the activities for which cover is being sought?

No  Yes

If yes, please advise the following details:

Insurer:

Limit:

Excess:

Renewal date:

Number of years cover has been continuously in force:

2. Has any proposal for similar insurance made on behalf of the proposer's business, any predecessor of the business, or any principal, partner or director ever been declined or has such insurance ever been cancelled, renewal refused or any special terms imposed (other than general market increases)?

No  Yes

If yes, please provide details:

## SECTION 6 – INSURANCE REQUIRED

Please indicate the limit of indemnity you require and the excess you would prefer (Note: an excess will apply).

1. Limit of indemnity: Quote required for all levels

a) \$1,000,000

b) \$2,000,000

c) \$5,000,000

d) Other (specify)

2. Excess:

e) \$1,000

f) \$2,000

g) \$5,000

h) Other (specify)



**SECTION 7 – DECLARATION**

I declare that I am authorised to complete this Proposal Form (Proposal) on behalf of the Company and that to the best of my knowledge and belief the statements and particulars in this Proposal are true and correct and no material facts have been omitted or misrepresented. I undertake to inform Berkley Insurance Australia (BIA) of any change to any material fact which occurs before any insurance based on this Proposal is entered into.

21/03/18

Date

Aidan Cox

Name of authorised individual/partner/principal/director



Signature of authorised individual/partner/principal/director

**Sydney**  
Level 23, 31 Market Street  
Sydney NSW 2000  
Tel. (02) 9275 8500  
sydney@berkleynaus.com.au

**Melbourne**  
Level 6, 114 William Street  
Melbourne VIC 3000  
Tel. (03) 8622 2000  
melbourne@berkleynaus.com.au

**Brisbane**  
Level 7, 300 Ann Street  
Brisbane QLD 4000  
Tel. (07) 3220 9900  
brisbane@berkleynaus.com.au

**Perth**  
Suite 5, 531 Hay Street  
Subiaco WA 6008  
Tel. (08) 9380 8327  
perth@berkleynaus.com.au

**Adelaide**  
24 Divett Place  
Adelaide SA 5000  
Tel. (08) 8232 2767  
adelaide@berkleynaus.com.au



## Exhibit 10



## Professional Indemnity Insurance Quotation

Berkley Insurance Australia is an APRA Authorised Insurance Company

If subjectivities are applicable, this document becomes a non-binding indication.

**REFERENCE NO:** 201804-1596 **Quote Date:** 4/04/2018  
**Underwriter:** Bradley Bain

**BROKER:** General Insurance Brokers of Australia Pty Ltd

**INSURED:** Marble Arch Pty Ltd

**PRINCIPAL ADDRESS:** [REDACTED]  
 Croydon NSW 2132 AUSTRALIA

**COMMISSION:** 15%

**PERIOD OF INSURANCE:** From: 4pm 4/04/2018 To: 4pm 4/04/2019

**BUSINESS ACTIVITY:** Project Managers

	Option 1	Option 2	Option 3
<b>INDEMNITY LIMIT</b>	\$1,000,000 Any one Claim and \$2,000,000 in the aggregate Inclusive of Costs and Expenses	\$2,000,000 Any one Claim and \$4,000,000 in the aggregate Inclusive of Costs and Expenses	\$5,000,000 Any one Claim and \$10,000,000 in the aggregate Inclusive of Costs and Expenses
<b>EXCESS</b>	\$5,000 Each and Every Claim (Cost Inclusive)	\$5,000 Each and Every Claim (Cost Inclusive)	\$5,000 Each and Every Claim (Cost Inclusive)
<b>PREMIUM</b>	\$1,500.00	\$2,000.00	\$2,750.00
<b>GST</b>	\$150.00	\$200.00	\$275.00
<b>SD</b>	\$82.50	\$110.00	\$151.25
<b>TOTAL</b>	\$1,732.50	\$2,310.00	\$3,176.25

**POLICY WORDING:** BIA Construction Industry 2018

**OPTIONAL EXTENSIONS:** Fidelity Not Covered  
 Extended Continuity Cover Not Covered  
 Multi Year Run-Off Not Covered

**ENDORSEMENTS:** None

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

**AUTOMATIC EXTENSIONS:** Competition and Consumer Act and other legislation  
 Loss of or Damage to Documents  
 Dishonesty of Insured Persons  
 Fiduciary Duty  
 Defamation, Libel and Slander  
 Infringement of Copyright or Patents  
 Newly Created or Acquired Subsidiaries  
 Fines and Penalties  
 Contractual Liability  
 Joint Venture/Consortium  
 Costs of Court Attendance  
 Public Relations Expenses  
 Mitigation Costs  
 Inquiry Costs  
 Legal Panel  
 Continuous Coverage  
 Run-Off Cover  
 Severability  
 Estates and Legal Representatives  
 Project Manager or Construction Manager  
 Reinstatement of the Indemnity Limit  
 Appointed Sub-Consultants

**RETROACTIVE DATE:** Inception of policy

**PROPOSAL FORM DATED:** 21/03/2018

**SPECIAL CONDITIONS:**

If subjectivities are applicable, this document becomes a non-binding indication.

**SUBJECTIVITIES:** This quote is subject to the following conditions which must be complied with before Berkley Insurance Australia will go on risk

1. NSW Stamp Duty Exemption form to be completed prior to binding

**JURISDICTION:** Worldwide excluding USA and Canada unless specifically stated otherwise

**INSURER:** Berkley Insurance Australia, APRA Authorised Insurance Company ABN: 53126559706

**STANDARD CONDITIONS:**

1. Terms open 30 days, no cover given.
2. This quotation is withdrawn if PRIOR to the commencement of the policy period, the entity to be insured or any of its directors, principals, partners employees or consultants (or a reasonable person in their circumstances) becomes aware of:-
  - a. any claim(s) against the entity or individuals to be insured, or circumstances which may give rise to a claim against the entity or individuals to be insured that have not previously been advised to Berkley Insurance Australia; or
  - b. any information that would be a matter relevant to the decision of Berkley Insurance Australia whether to accept the risk and, if so, on what terms.

Once the further information has been advised to the underwriter and depending upon its content, a further quote may or may not be issued.

Berkley Insurance Australia does not as a matter of course provide general financial product advice to our brokers. If we do provide advice in our dealings with you, the advice is for your use only and must not be attributed to Berkley in any advice you provide to your clients.

Effective December 28, 2015 amendments to the duty of disclosure become effective for all contracts entered into on or after that date. Please note the Duty of Disclosure that is subject to and forms part of this quotation.

**Additional Condition**

Not Applicable

**Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we 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 us anything that:

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We trust this is in order, if you wish to discuss any part of this quote please do not hesitate to contact us.

Kind regards,  
Bradley Bain  
Berkley Insurance Australia

Please ensure your closing reflects the following:

**Closing Calculations**

	Option 1	Option 2	Option 3
Indemnity Limit	\$1,000,000	\$2,000,000	\$5,000,000
Base Premium (Total)	\$1,500.00	\$2,000.00	\$2,750.00
GST on Premium	\$150.00	\$200.00	\$275.00
Stamp Duty	\$82.50	\$110.00	\$151.25
<b>TOTAL</b>	<b>\$1,732.50</b>	<b>\$2,310.00</b>	<b>\$3,176.25</b>
Commission	\$225.00	\$300.00	\$412.50
GST Commission	\$22.50	\$30.00	\$41.25
<b>Net Premium to Berkley Insurance Australia</b>	<b>\$1,485.00</b>	<b>\$1,980.00</b>	<b>\$2,722.50</b>

**Stamp Duty and GST Calculation on Base Premium**

**Stamp Duty Calculation Sheet - Professional Indemnity**

State	Split of Activities	Stamp Duty %	OPTION 1	OPTION 2	OPTION 3
ACT	0%	0%	-	-	-
NSW	100%	5%	\$82.50	\$110.00	\$151.25
NT	0%	10%	-	-	-
QLD	0%	9%	-	-	-
SA	0%	11%	-	-	-
TAS	0%	10%	-	-	-
VIC	0%	10%	-	-	-
WA	0%	10%	-	-	-
Overseas	0%	0%	-	-	-
<b>TOTAL</b>	<b>100%</b>		<b>\$82.50</b>	<b>\$110.00</b>	<b>\$151.25</b>

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 11



## Public & Products Liability Insurance Quotation

Berkley Insurance Australia is an APRA Authorised Insurance Company

If subjectivities are applicable, this document becomes a non-binding indication.

**REFERENCE NO:** 201804-1597 **Quote Date:** 4/04/2018  
**Underwriter:** Bradley Bain

**BROKER:** General Insurance Brokers of Australia Pty Ltd

**INSURED:** Marble Arch Pty Ltd

**PRINCIPAL ADDRESS:** [REDACTED]  
 Croydon NSW 2132 AUSTRALIA

**COMMISSION:** 15%

**PERIOD OF INSURANCE:** From: 4pm 4/04/2018 To: 4pm 4/04/2019

**BUSINESS ACTIVITY:** Project Managers

		Option 1	Option 2
INDEMNITY LIMIT	Public Liability	\$10,000,000 any one Occurrence	\$20,000,000 any one Occurrence
	Products Liability	\$10,000,000 any one Occurrence and in the aggregate any one Period of Insurance	\$20,000,000 any one Occurrence and in the aggregate any one Period of Insurance
EXCESS	Public Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)	\$1,000 Each and Every Occurrence (Costs Inclusive)
	Products Liability	\$1,000 Each and Every Occurrence (Costs Inclusive)	\$1,000 Each and Every Occurrence (Costs Inclusive)
PREMIUM		\$350.00	\$450.00
GST		\$35.00	\$45.00
SD		\$34.65	\$44.55
<b>TOTAL</b>		<b>\$419.65</b>	<b>\$539.55</b>

**POLICY WORDING:** BIA GL 2018

**ENDORSEMENTS:** Manual Activity Exclusion GL 2018

**AUTOMATIC EXTENSIONS:** Defence Costs and Expenses  
 Costs of Court Attendance  
 Indemnity to Other Persons  
 Cross Liabilities

**PROPOSAL FORM DATED:** 21/03/2018

If subjectivities are applicable, this document becomes a non-binding indication.

**SUBJECTIVITIES:** This quote is subject to the following conditions which must be complied with before Berkley Insurance Australia will go on risk

1. NSW Stamp Duty Exemption form to be completed prior to binding

**JURISDICTION:** Worldwide excluding USA and Canada unless specifically stated otherwise

**INSURER:** Berkley Insurance Australia, APRA Authorised Insurance Company ABN: 53126559706

**STANDARD CONDITIONS:**

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyna.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyna.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyna.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyna.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyna.com.au  
 Perth: (08) 6488 0900 | perth@berkleyna.com.au

1. Terms open 30 days, no cover given.

2. This quotation is withdrawn if PRIOR to the commencement of the policy period, the entity to be insured or any of its directors, principals, partners employees or consultants (or a reasonable person in their circumstances) becomes aware of:-

- a. any claim(s) against the entity or individuals to be insured, or circumstances which may give rise to a claim against the entity or individuals to be insured that have not previously been advised to Berkley Insurance Australia; or
- b. any information that would be a matter relevant to the decision of Berkley Insurance Australia whether to accept the risk and, if so, on what terms.

Once the further information has been advised to the underwriter and depending upon its content, a further quote may or may not be issued.

Berkley Insurance Australia does not as a matter of course provide general financial product advice to our brokers. If we do provide advice in our dealings with you, the advice is for your use only and must not be attributed to Berkley in any advice you provide to your clients.

Effective December 28, 2015 amendments to the duty of disclosure become effective for all contracts entered into on or after that date. Please note the Duty of Disclosure that is subject to and forms part of this quotation.

**Additional Condition**

Not Applicable

**Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we 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 us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We trust this is in order, if you wish to discuss any part of this quote please do not hesitate to contact us.

Kind regards,  
Bradley Bain  
Berkley Insurance Australia

Please ensure your closing reflects the following:

**Closing Calculations**

	Option 1	Option 2
Indemnity Limit	\$10,000,000	\$20,000,000
Base Premium (Total)	\$350.00	\$450.00
GST on Premium	\$35.00	\$45.00
Stamp Duty	\$34.65	\$44.55
<b>TOTAL</b>	<b>\$419.65</b>	<b>\$539.55</b>
Commission	\$52.50	\$67.50
GST Commission	\$5.25	\$6.75
<b>Net Premium to Berkley Insurance Australia</b>	<b>\$361.90</b>	<b>\$465.30</b>

**Stamp Duty and GST Calculation on Base Premium**

**Stamp Duty Calculation Sheet - Public and Products Liability**

State	Split of Activities	Stamp Duty %	OPTION 1	OPTION 2
ACT	0%	0%	-	-
NSW	100%	9%	\$34.65	\$44.55
NT	0%	10%	-	-
QLD	0%	9%	-	-
SA	0%	11%	-	-
TAS	0%	10%	-	-
VIC	0%	10%	-	-
WA	0%	10%	-	-
Overseas	0%	0%	-	-
<b>TOTAL</b>	<b>100%</b>		<b>\$34.65</b>	<b>\$44.55</b>

Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706 AFSL 463129

Sydney: (02) 9275 8500 | sydney@berkleyinaus.com.au  
 Brisbane: (07) 3220 9900 | brisbane@berkleyinaus.com.au  
 PO Box Q296 QVB NSW 1230 | www.berkleyinaus.com.au  
 Facsimile: (02) 9261 2773

Melbourne: (03) 8622 2000 | melbourne@berkleyinaus.com.au  
 Adelaide: (08) 8470 9020 | adelaide@berkleyinaus.com.au  
 Perth: (08) 6488 0900 | perth@berkleyinaus.com.au

## Exhibit 12



## Certificate of Currency

**POLICY NO:** 201809-1577 R1 BIA

**INSURANCE TYPE:** Public and Products Liability

**POLICY WORDING:** Steadfast GL 1 - 2014

**THE INSURED:** Marble Arch Pty Ltd

**ABN:** 78624519026

**PRINCIPAL ADDRESS:** [REDACTED]  
Croydon NSW 2132 AUSTRALIA

**BUSINESS:** Fitouts, renovations and civil work.

**POLICY PERIOD:** From: 19/11/2019 4pm To: 19/11/2020 4pm  
Both days inclusive (Local Standard Time)

**LIMIT OF INDEMNITY:**

Public Liability	\$20,000,000	any one Occurrence
Products Liability	\$20,000,000	any one Occurrence and in the aggregate any one Period of Insurance

**TERRITORIAL LIMITS:** As per wording

**ENDORSEMENTS SUBJECT TO FULL WORDING:** Care Custody Control Endorsement (250k) - Steadfast GL 1 - 2014  
Hot Works Condition - Steadfast GL 1 - 2014v2  
Underground Services Condition - Steadfast GL 1 - 2014v2

Signed for and on behalf of Berkley Insurance Australia.  
Date of issue 26/09/2019

This policy is current at date of issue.  
For full details of cover please refer to the policy wording.  
This certificate is only valid at the date of issue.