

Marina Operators Combined Liability Insurance Proposal



1 PROPOSER

Full Name of Proposer:

Proposers postal address:

Location of Marina:

Are you a member of the Marina Industries Association? Yes No

If yes please advise which rating you hold and accreditation indicator e.g. Gold Anchor, Platinum.

2 PERIOD & LIMIT OF LIABILITY

Cover requested from / / to / / at 4.00pm local time

Limit of Liability required \$ Option \$

3 BUSINESS DETAILS (if insufficient space please provide a separate list)

Vessel capacity at marina:

Berths

Moorings

Dry Storage (stack/hardstand)

Details of slipway, cranes, travel lifts, fork lifts etc (brief description including SWL).

4 TYPE, SIZE AND VALUES OF VESSELS USING MARINA

(Estimated average and maximum)

Pleasure Craft:

Typical type and average size:

Average Value:

Maximum Value:

Commercial Craft:

Typical type and average size:

Average Value:

Maximum Value:

Is work carried out away from the marina premises (in excess of 40 kilometres) Yes No

(if "Yes", please detail)

5 MARINA ACTIVITIES AND COVER REQUIREMENTS

(Please tick as appropriate)

(a) Moorings, Berths & Buoys etc.	Yes	No	\$
(b) Storage (rack & hardstand)	Yes	No	\$
(c) Repairs, alterations, maintenance work	Yes	No	\$
(d) Hauling out & launching (slipway, Cranes, travel lift)	Yes	No	\$
(e) General sales (chandlery, services, stores, etc.)	Yes	No	\$
(f) Boat brokerage (owned & agent sales/purchase)	Yes	No	\$
(g) Charter management	Yes	No	\$
(h) Fuelling: Petrol - tank capacity	Yes	No	\$
Diesel - tank capacity	Yes	No	\$
(i) Car Park:	Yes	No	\$
(j) Any other activities to be covered (please detail)	Yes	No	
			\$
			\$
Total Gross Receipts			\$

6 OPTIONAL COVER

Does your business undertake hotworks, utilise sub-contractors or require pollution cover, if so please complete the below (please note such covers are not included in standard policy cover):

Is cover required for Hotwork Yes No (if yes complete below)

Do you undertake any welding, metal cutting or grinding? Yes No
If yes, please provide details of these activities and percentage of overall work:

Do sub-contractors perform work on your behalf: Yes No (if yes complete below)

What type of work is subcontracted out?

Do you want subcontractors to have the benefit of cover under this policy should a claim be made against them or you, for their work performed for you? Yes No

If this extended protection is required please provide a list of the contractors to be included and the estimate of payments to be made to each contractor in the next 12 months.

Do you require Pollution risks cover? Yes No (if yes complete below)

If yes, state what measures & equipment are in place to combat spills/pollution:

Do you require Statutory Liability extension? Yes No (if yes complete below)

Have you ever had a pecuniary penalty awarded against you for your business activities, including but not limited to:

- a. A discharge, dispersal, release or escape of a Pollutant.
- b. A breach of any Australian Federal, State or Territorial occupational health and safety law or regulation.

Claims history: Yes No (If yes, please provide full details)

Do you require Professional Services Liability Extension Yes (if yes complete below) No

What percentage of your overall gross receipts relate to reports/inspections/valuations provided for a fee? %

Please note, unless otherwise agreed, the following disclaimer must be incorporated into all reports provided for this extension to apply:

"While we have taken all reasonable care when carrying out the inspection to which this report relates and in producing the information in this report, the inspection did not and the report does not consider the condition of every part of the relevant craft. In particular, this report relates only to those parts of the craft which were able to be inspected without us undertaking major work, including (but not limited to)

"

Have you ever had a claim (whether insured or not) brought against you arising from a report/inspection and or valuation provided by you? Yes (if yes complete below) No

7 BERTHING, MOORING & STORAGE AGREEMENT

Do you use an agreement for all marina clients? Yes No

Please submit copy and confirm if industry standard or written by legal advisers? Detail below.

8 PRIOR HISTORY

How long have you operated this Marina business? years

Relevant qualifications or experience of owner and/or senior management:

Name of present Insurer

Current Policy Due Date

Has any insurer declined your insurance or imposed any Special Conditions? Yes No If "Yes", please detail

Prior Loss History as a Marina Operator/Marine Facility Operator - Last Five Years.

Detail All Incidents Reported, Claims or Un-Insured Losses (date or year, details & amount)

Additional Risk Information

Please detail any additional information relating to the proposed risk.

9 IMPORTANT INFORMATION

Duty of Disclosure

This contract of insurance will be governed by either the Marine Insurance Act 1909 ("MIA") or the Insurance Contracts Act 1984 ("ICA"). As the test of materiality is stricter under the MIA and our remedies for breach of that duty can be more far reaching under the MIA, we set out below your duties of disclosure and the consequences of non-disclosure under both Acts:

Your Duty of Disclosure under the Marine Insurance Act 1909 (MIA)

Your attention is drawn to Sections 23 to 27 of the MIA and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgment of a prudent insurer in fixing the premium or determining whether he/she will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

Your Duty of Disclosure under the Insurance Contracts Act 1984 (ICA)

Before you enter into a contract of general insurance with an insurer, you have a duty at law to disclose to the insurer anything that you could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That Your insurer knows or, in the ordinary course of business, ought to know;
- As to which compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Confirming Transactions

You may contact us or your adviser, in writing (which is always required if you are advising cancellation) or by phone to confirm any transaction under your Policy. Any transaction will be documented by us as quickly as possible.

Privacy

Nautilus Marine Insurance Agency respects your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of our Privacy Policy and Procedures is available at any of our offices.

Exceptional Circumstances

Are there any exceptional circumstances which are special or individual to you?

You only have to tell us about exceptional circumstances that you know (or a reasonable person in the circumstances could be expected to know) are relevant to our decisions about:

- Whether to insure you
- How much to charge, or
- Any special rules that may apply to you or the policy.

You do not have to tell us anything that:

- We could reasonably be expected to ask you in a specific question, or
- Will reduce the possibility of a claim, or
- Is common knowledge, or
- We already know about, or we ought to know about through our business, or
- We have said we do not need to know.

Answer:

10 DECLARATION

I declare that I have:

- read the information concerning the Duty of Disclosure and other Important Information;
- answered every question fully and honestly;
- either completed this Proposal Form personally or, if it has been completed by someone else, the answers have been checked by me for fullness and accuracy;

If during the Period of Insurance, circumstances change the information I have provided, I will promptly inform you.

I understand that if I have not fulfilled my Duty of Disclosure my claim may be reduced or the insurance contract avoided from its beginning.

I authorise Nautilus Marine Insurance Agency to obtain claims and any other information they require from my previous Insurers or the Insurance Reference Services Ltd to confirm the information I have supplied.

Name:

Signature:

Title:

Date:



Nautilus Marine Insurance – A business name of NM Insurance Pty Ltd **ABN** 34 100 633 038 **AFSL** 227 186

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