

Marina, Wharves, Piles and Jetties Proposal Form



1 INSURED

Full Name of Insured
(including company and trading name)

Insured's postal address

Location of Insured Asset/s

Are you a member of the Marina Industries Association?

Yes No

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

2 PERIOD OF INSURANCE

Cover requested from (dd/mm/yyyy)

to (dd/mm/yyyy) at 16.00 local time

3 LIMITS REQUIRED

Material damage (replacement value)

Legal liability cover

4 DESCRIPTION OF THE ASSETS FORMING THE INSURED SUBJECT MATTER

Wharf Pile Jetty

Pontoon Mooring

Fixed or Floating

Fixed Floating

Intended usage

Private Commercial

If Commercial, provide details:

Construction

Year Built

Manufacturer

Number of berths

Size of berths

Fuelling Yes No

Number of Bowsers

Age of Bowsers

Petrol

Diesel

Fire Extinguishers	Yes	No
Hose Reels	Yes	No
Electricity	Yes	No
Water Connected	Yes	No
Security Access	Yes	No
Locked gate	Yes	No
Swipe card	Yes	No
Security lighting	Yes	No
Signage	Yes	No

5 MAINTENANCE PROGRAM

Please provide details of any on-going maintenance program for your Wharves Piles and Jetty assets and also a recent Condition Report and/or Survey.

6 BUSINESS DETAILS

Please provide a brief description of your business activities

7 ADDITIONAL INFORMATION

How long have you operated this business?

years

Please describe the potential exposure and the design capabilities to mitigate such exposure

8 PRIOR HISTORY

Has any insurer declined your insurance or imposed any Special Conditions?

Yes No

If "Yes", please detail

Loss History in this business or other related business in the last five (5) years.

Detail All Incidents Reported, Claims or Uninsured Losses (date or year, details & amount)

Have you ever been charged with a criminal offence (excluding car parking offences)

Please detail any additional information relating to the proposed risk

Name of present Insurer

Current Policy Due Date (dd/mm/yyyy)

10 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 and Zurich Australian Insurance Limited (ZAIL) respects your privacy and complies with the Privacy Act and the Australian Privacy Principles. A copy of our Privacy Policy and Procedures is available at any of our offices.

Co - insurance

Our Policy contains a condition of co-insurance which means that if your Sum(s) Insured is/are inadequate at the time of loss, part of the loss may not be covered. In addition, we will never pay more than the Sum(s) Insured.

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

11 DECLARATION

I declare that I have:

- read the information concerning the Duty of Disclosure and other Important Information;
- answered every question fully and honestly; and
- 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 and Zurich Australian Insurance Limited ('ZAIL') 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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