

Marine Trades Proposal Form



Proposer's Name (incl company and trading name)

Proposer's ABN

Proposer's Physical Address

Proposer's Business Addresses

Limit of Liability required \$10,000,000 \$20,000,000

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

1 DETAILS OF BUSINESS ACTIVITY

Business Activity	Estimated Gross Revenue Next Policy Period
Trailer Boat Manufacturing	\$
Import of Trailer Boats	\$
Export of Trailer Boats	\$
Trailer Boat Sales	\$
Import of Chandlery	\$
Export of Chandlery	\$
Accessories / Chandlery Sales	\$
Sales of Bait, Tackle, Food, Beverage and other supplies	\$
Boat Trailer Sales	\$
Boat Broker (Your brokerage income from new vessels)	\$
Boat Broker (Your brokerage income from used vessels)	\$
Cruiser / Yacht Sales (new)	\$
Cruiser / Yacht Sales (used)	\$
Servicing / Repairs to Trailer Boats (up to 10m length)*	\$
Servicing / Repairs to Boats over 10m length*	\$
Finance and Insurance Provisions	\$
Other - Please provide details of activities	\$
Other - Please provide details of activities	\$
Totals	\$

Type of Vessel	% Split	Type of Vessel	% Split
Private Pleasurecraft		Charter Vessel	
Commercial Fishing Craft		Working Vessel (incl. tugs, barges, ferries)	
Naval Vessel		Ocean going vessels	
Government Vessel		Other (Please specify)	

Type of Work	% Split	Type of Work	% Split
Hull / Shipwright Work		Mechanical	
Rigging		Electrical	
Canopies / Covers / Sail-making		Painting / Coating / Antifouling	
Skippering		Detailing / Boat Management	
Other (Please Specify)			

2 BUSINESS DETAILS

Full description of your business operations (incl type of work performed and products supplied, if any):

Details of yard including slipway, dock/berth/storage facilities, cranes, travel lifts etc.

Do you own the facility you operate from or are you a tenant?	Owner	Tenant
If 'Yes', do you require them to insure for damage and/or indemnify you for damage?	Yes	No
Are you responsible for maintenance of the slipway and other facilities?	Yes	No
If 'Yes', what preventative maintenance schedule is in place?		

Full details of the fire fighting and other emergency equipment at your facility / site:

Please state what measures & equipment are in place to prevent and minimise spills/pollution:

3 WORK AWAY FROM PREMISES

What is the Percentage of work performed away from your own premises: %

Does this work away involve overseas work or at marine facilities in other states? Yes No

Do you perform any work overseas? If so, please provide details: Yes No

4 OPTIONAL EXTENSIONS

Hot Works

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

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

Is Hot Works performed away from your premises? Yes (if yes complete below) No

If yes, please provide the percentage of Hot Works performed away from your premises? %

Contractors, Sub-contractors, Labour Hire

Do Contractors perform work on your behalf? Yes (if yes complete below) No

If this Personal Injury to Contractors Extension is required please provide an estimate of payments to be made to each contractor in the next 12 months and the type of work performed for you, including trade experience/qualifications and claims history.

Do Contractors carry their own insurance? Yes No

If yes, do you sight current proof of insurance prior to engaging Contractor(s) Yes No

Do you require Named Contractors to be Insured under this Policy? Yes No

If this extended protection is required please provide a list of the Contractors to be included, their ABN and the address they operate from. Also please provide an estimate of payments to be made to each contractor in the next 12 months, the type of work performed for you, their trade experience/qualifications and claims history.

5 STATUTORY LIABILITY

Have you ever had a pecuniary penalty and/or criminal conviction 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.

If yes, please provide all relevant details below:

6 PROFESSIONAL SERVICES LIABILITY EXTENSION

Do you require Professional Services Liability Extension Yes 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) [Insert relevant areas of the vessel below].

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 No

7 PRIOR HISTORY

How many years has the business been operating? years

Experience in this business activity:

Name of present insurer

Current Policy Due Date

Has any insurer declined your insurance or imposed any Special Conditions on any policies held? Yes No

If yes, please provide details below.

The following are details of any insurance claims, incidents reported or un-insured losses experienced in the last 5 years arising from business operations:

Yes

No

If yes, please provide details below. (date or year, details & amount)

Has the insured or anyone to be insured under this policy been convicted or had fines imposed in the last 10 years for any crimes involving drugs, honesty, arson, theft, fraud or violence against any person or property?

Yes

No

If yes, please provide details below.

Has the insured or anyone to be insured under this policy been declared bankrupt, or been placed in liquidation, receivership or voluntary administration in the last 5 years?

Yes

No

If yes, please provide details below.

8 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 Underwriting 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:

9 DECLARATION

I declare that I have:

- read the information concerning the Duty of Disclosure and other Important Information (refer below)
- 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 Underwriting 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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