

Yacht Club Liability Proposal

1. Entity Name

Full Name of Entity

Proposers postal address

Postcode

Situation Address

Postcode

Please advise which state body you belong to

2. Period of Insurance & Limit of Liability

Cover requested from

4pm

Limit of Liability required for any one occurrence

3. Entity Details (if insufficient space please provide a separate list)

Club ☐ Association ☐ Training/Sailing Instructors ☐ Other

Vessel capacity at Marine

Number of Berths

Number of Moorings

Number of Dry Storage (stack/hardstand)

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

4. Number of Members

Senior Sailing Members

Junior Sailing Members

Social Members

Number of Sailing Instructors/Coaches

Boat Owner Members

5. Marina Activities and Cover Requirements

Turnover

(a) Moorings, Berths & Buoys etc.	\$ <input type="text"/>
(b) Storage (rack & hardstand)	\$ <input type="text"/>
(c) Repairs, alterations, maintenance work	\$ <input type="text"/>
(d) Hauling out & launching (slipway, Cranes, travel lift)	\$ <input type="text"/>
(e) General sales (chandlery, services, stores, etc.)	\$ <input type="text"/>
(f) Membership Fees	\$ <input type="text"/>
(g) Sailing School Turnover	\$ <input type="text"/>
(h) Functions / Weddings etc	\$ <input type="text"/>
(i) Cafe/Restaurant Turnover	\$ <input type="text"/>
(j) Bar Sales	\$ <input type="text"/>
(k) Regatta Organisers	\$ <input type="text"/>

-General Description of Regattas Organised

- Details of any organised bluewater races

(k) Tabaret / Poker Machines	\$ <input type="text"/>
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(l) Fuelling:

Petrol - tank capacity:	<input type="text"/>	\$ <input type="text"/>
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Diesel - tank capacity:	<input type="text"/>	\$ <input type="text"/>
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(m) Other

Please specify

<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Total Gross Receipts	\$ <input type="text"/>
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6. Training/ Sailing Instructors (please complete this section)

(a) YACourses Conducted (Please list the YA Courses that you are accredited to conduct by YA.)

Course	Average no. of Students p.a.	Average no. of on water trips	Estimated Annual Income
			\$
			\$
			\$
			\$
			\$
			\$

(b) Do you conduct any other business activities which are not accredited by YA?(please Tick)

Yes

☐

No

☐

Activity	No. of participants	No. of hours per week	Estimated Annual Income
			\$
			\$
			\$
			\$
			\$

(c) Do you have any employees?

Yes

☐

No

☐

If yes, how many employees do you have?

Permanent

Casual

Are they currently YA accredited coaches?

Yes

☐

No

☐

(d) Do you use Contractors for the delivery of any courses?

Yes

☐

No

☐

If yes, then how many contractors do you employ?

How many of these are currently YA accredited?

7. Prior History

What year was the entity incorporated?

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: 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.

8. Disclosure

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

NM Insurance, trading as Nautilus Marine Insurance, 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.

Exceptional Circumstances

8. 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 NM Insurance, trading as Nautilus Marine Insurance, 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

NM Insurance Pty Ltd T/as Nautilus Marine Insurance

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28-32 George Street Sandringham VIC 3191

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