

# Commercial Hull Insurance

## Proposal Form

### IMPORTANT POLICY INFORMATION PLEASE READ

#### Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both You and the Insurers to act towards each other in utmost good faith. Failure to do so on Your part may prejudice the continuation of insurance cover by the Insurers.

#### Your Duty of Disclosure

Before entering into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* and the *Marine Insurance Act 1909* (as applicable) to disclose to Us every matter which:

- You know; or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

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

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

#### Non-disclosure

##### Where the *Insurance Contracts Act* applies

Where the *Insurance Contracts Act* applies, if:

- You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both;
- Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

##### Where the *Marine Insurance Act 1909* applies

Where the *Marine Insurance Act 1909* applies, if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

#### Who does the duty apply to?

The duty of disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

## Privacy Notice

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

In this Privacy Notice, We, Our, Us means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Limited.

## How We collect Your Personal Information

We usually collect Your personal information from you or your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We collect Your Personal Information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or Our related companies by calling GT Insurance on (02) 9966 8820, EST 8:45am to 5pm Monday to Friday or going to Our website's Privacy section at [www.gtins.com.au](http://www.gtins.com.au).

## Who We disclose Your Personal Information To

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your Personal Information and Complaints

You may ask for access to the personal information We hold about You and seek correction by calling:

GT Insurance on (02) 9966 8820 EST 8.45am-5pm, Monday to Friday, or by writing to Us at GT Insurance, PO Box 1937, North Sydney NSW 2059.

Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints. Our Privacy Policy is available at [www.gtins.com.au](http://www.gtins.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Underinsurance

We require You to insure Your Commercial Hull for its full insurable value. If You do not, You are underinsured and We may pay You less in the event of a claim calculated in accordance with either the Policy wording or the *Marine Insurance Act 1909* which takes into account the degree of underinsurance.

## Change of risk or circumstance

It is vital that you provide Us with notification of any changes in Your risk profile or other circumstances occurring during the Period of Insurance which may be relevant to the terms and conditions of this insurance including but not limited to changes in business activities and acquisitions.

## Summary of the covers available

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the policy to properly understand the cover provided.

We offer 2 types of cover to commercial hull operators. These are:

### 1. Commercial Vessel wording

Designed for:

- Parties using their Commercial Vessel for both commercial and private use;
- Commercial Hull Operations utilising non-specialised standard production craft e.g. cruisers, runabouts, yachts.

### 2. Commercial Hull wording

Designed for use with a variety of Institute Clauses and which cater for a variety of commercial hull operations and vessel types including (but not limited to) cargo vessels, tugs, barges, work boats, tourist or passenger craft. It would normally, but not exclusively, be used for larger/more complex operations.

In both cases, the policy provides cover options for:

- **Loss or Damage to Hull, Machinery and Equipment** caused by any of the events listed in the Policy on either an Agreed Value or Market Value basis.
- **Liability cover** for amounts You are Legally Liable to pay as compensation for Accidental death or bodily injury to any person other than You or Your Crew including paying passengers and/or Accidental loss or Damage to other people's property arising out of the use of an insured vessel. It also covers You for certain legal costs and expenses.

You are not automatically insured under each section. You are only covered for the sections that are specified as applicable in the Schedule.

You should discuss cover options with Your insurance adviser to ensure that You select the right type of cover for Your operation.

## IMPORTANT:

Please retain this section and complete the following application form in black or blue pen.

If there is insufficient space, attach additional information on a separate sheet of paper.

For fleets, please provide requested details below for each vessel in the fleet. If additional space is required, in particular, for fleets, please use additional sheets.

## General Information

|                                                         |                                                   |                    |                                                          |
|---------------------------------------------------------|---------------------------------------------------|--------------------|----------------------------------------------------------|
| Intermediary Name                                       | <input type="text"/>                              |                    |                                                          |
| Contact                                                 | <input type="text"/>                              | Email              | <input type="text"/>                                     |
| Telephone number                                        | <input type="text"/>                              | Fax number         | <input type="text"/>                                     |
| Proposer's name (include Subsidiary companies)          |                                                   |                    |                                                          |
| <input type="text"/>                                    |                                                   |                    |                                                          |
| ABN                                                     | <input type="text"/>                              |                    |                                                          |
| Cover requested:                                        | <input type="text"/><br><small>dd/mm/yyyy</small> | to                 | <input type="text"/><br><small>dd/mm/yyyy</small> at 4pm |
| Details of any interested parties or coinsured parties: |                                                   |                    |                                                          |
| Postal Address                                          | <input type="text"/>                              |                    |                                                          |
| Suburb                                                  | <input type="text"/>                              | State or Territory | <input type="text"/> Postcode <input type="text"/>       |
| Contact                                                 | <input type="text"/>                              |                    |                                                          |
| Nature of interest                                      | <input type="text"/>                              |                    |                                                          |

## Your Business Operation

Details of your commercial hull operation including uses of the vessels to be insured e.g. charter, construction operations, dive boat, passenger vessel etc.

Are all the vessels Australian owned, managed and flagged?

Yes

☐

No

☐

If No, please provide details

Normal and maximum navigational limits for the vessels to be insured (For fleets, provide details for each vessel)

Home port/storage location and postcode

(For fleets, provide details of each location and specify which vessels are situated at each location)

Details of normal storage arrangements for the vessels when not in use

## The Hull/Fleet

| Vessel Name | Year Built | Dimensions<br>(length, GRT, etc) | Details<br>(e.g. manufacturer /type of vessel) | Classification Society<br>(where applicable) | Construction Type*<br>(e.g. steel, timber) |
|-------------|------------|----------------------------------|------------------------------------------------|----------------------------------------------|--------------------------------------------|
| 1.          |            |                                  |                                                |                                              |                                            |
| 2.          |            |                                  |                                                |                                              |                                            |
| 3.          |            |                                  |                                                |                                              |                                            |
| 4.          |            |                                  |                                                |                                              |                                            |
| 5.          |            |                                  |                                                |                                              |                                            |
| 6.          |            |                                  |                                                |                                              |                                            |

\* Specify if vessel is a multihull or a custom/prototype design.

Is any vessel capable of a speed exceeding 50 knots?

Yes ☐

No ☐

If Yes, please specify

## Insured Value

| Vessel Name | Vessel Hull and Machinery | Increased Value<br>(available only with Commercial<br>Hull wording) | Total |
|-------------|---------------------------|---------------------------------------------------------------------|-------|
| 1.          | \$                        | \$                                                                  | \$    |
| 2.          | \$                        | \$                                                                  | \$    |
| 3.          | \$                        | \$                                                                  | \$    |
| 4.          | \$                        | \$                                                                  | \$    |
| 5.          | \$                        | \$                                                                  | \$    |
| 6.          | \$                        | \$                                                                  | \$    |

Unless otherwise stated, the Insured Value is expressed in Australian currency.

## Expiring Deductible

| Vessel Name | Excess or Deductible | Additional Machinery Deductible<br>(where applicable) |
|-------------|----------------------|-------------------------------------------------------|
| 1.          | \$                   | \$                                                    |
| 2.          | \$                   | \$                                                    |
| 3.          | \$                   | \$                                                    |
| 4.          | \$                   | \$                                                    |
| 5.          | \$                   | \$                                                    |
| 6.          | \$                   | \$                                                    |

Cover requested ☐ Commercial Hull Insurance ☐ Commercial Vessel Insurance

## Protection and Indemnity Liability

Is vessel entered in a P&I Club?

Yes ☐ No ☐

If Yes, please provide name

Do you require Third Party Liability cover?

Yes ☐ No ☐

Including:

Passenger liability

Yes ☐ No ☐

If Yes, please specify maximum number of passengers (for fleets this should be supplied for each vessel)

Food and drink

Yes ☐ No ☐

Pollution Liability (Note: policy sublimits apply)

Yes ☐ No ☐

Limit required: \$10,000,000 ☐ \$20,000,000 ☐ Other \$

## Other Cover Options

### Commercial Vessel Insurance

Sports/fishing equipment?

Yes ☐ No ☐

If Yes, please specify sum insured required

Loss of Hire

Yes ☐No ☐

If Yes, please specify

Indemnity period required  daysDaily indemnity \$ Excess period  daysMaximum indemnity  days

## Commercial Hull insurance

Increased Value

Yes ☐No ☐

If Yes, please specify values above

Additional Perils

Yes ☐No ☐

Loss of hire cover

Yes ☐No ☐

If Yes, please provide details

Indemnity period required  daysDaily indemnity \$ Excess period  daysMaximum indemnity  days*(For fleets, specify these cover options for each vessel)*

## Master and Crew

Do you employ your own Master (or skipper) and Crew?

Yes ☐No ☐

If No, please provide details

## Experience level and licencing details (where applicable)

| Officers | Crew |
|----------|------|
| 1.       |      |
| 2.       |      |
| 3.       |      |
| 4.       |      |
| 5.       |      |
| 6.       |      |

## Your Record and Experience

Is the vessel/fleet currently insured?

Yes ☐

No ☐

Expiry Date

  
dd/mm/yyyy

Name of current insurer

Have you or any other party with an interest in this insurance ever been convicted of any criminal offence?

Yes ☐

No ☐

If yes, please provide details

Have you ever been declared bankrupt or insolvent?

Yes ☐

No ☐

Has any insurer in respect of any vessel owned or part owned or managed by you ever?

Declined cover

Yes ☐

No ☐

Cancelled cover

Yes ☐

No ☐

If yes to either of the above, please provide details

| Date<br>dd/mm/yyyy | Details | Amount |
|--------------------|---------|--------|
|                    |         | \$     |
|                    |         | \$     |
|                    |         | \$     |
|                    |         | \$     |
|                    |         | \$     |
|                    |         | \$     |

## Principal Exclusions

Full details of the policy exclusions are listed in the policy document and the Institute Clauses (where applicable), set out below are principal exclusions only:

- a) any hull not listed on the schedule;
- b) any hull operating outside the geographical area of operation specified in the schedule;
- c) loss or damage caused by the hull being unseaworthy or lack of maintenance;
- d) death or bodily injury to you or your crew;
- e) bodily injury to, or the illness or death of, a person who is covered or should have been covered by any compulsory compensation insurance, including any compulsory third party insurance and workers compensation insurance.

## Declaration

I/We acknowledge and declare that:

1. I /we have received a copy of the Policy Document together with the applicable Institute Clauses;
2. I /we have read the information concerning the Duty of Disclosure and other Important Notices;
3. I /we have been truthful and accurate in completing this form and declaration and have not withheld any information likely to affect the terms of the acceptance of this insurance by the Insurer;
4. I /we have either completed this form personally or, if it has been on my /our behalf, have checked that the questions have been fully and accurately answered;
5. I /we understand that any statement made in this application will be treated as a statement made by all the people to be insured;
6. upon acceptance of this proposal the terms and conditions of this insurance will be in accordance with the Policy Document;
7. I /we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information;
8. an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified;
9. if I /we have not complied with the Duty of Disclosure and Duty of Utmost Good Faith, a claim made under the Policy may not be met or only met in part.

Signed by  
first Proposer

Date

dd/mm/yyyy

Signed by  
second Proposer

Date

dd/mm/yyyy