

Marine Operators Insurance

Proposal Form

IMPORTANT POLICY INFORMATION PLEASE READ

Your Duty of Disclosure

Before You enter into a Policy with Us, You have a duty under the *Insurance Contracts Act 1984* and the *Marine Insurance Act 1909* (as applicable) to tell Us anything You know, or could reasonably be expected to know, may affect Our decision whether to insure You and on what terms.

This duty applies until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You don't need to tell Us anything that:

- reduces Our risk;
- is common knowledge;
- that We know or should know as an insurer; or
- We tell You We don't need to know.

If You do not tell Us Something

Where the *Insurance Contracts Act* applies, if You fail to comply, We may cancel Your Policy and/or reduce the amount We pay for a claim. If fraud is involved We may avoid the Policy from the beginning.

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 must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

Underinsurance

We require You to insure the maximum potential risk. 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 Document and the *Insurance Contracts Act 1984* or the *Marine Insurance Act 1909* (where applicable) which takes into account the degree of underinsurance.

Duty of Utmost Good Faith

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

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.

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.

Subrogation

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by this Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses.

We will not be liable to pay for loss, Damage or liability if You agree, or have agreed, to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, Damage or liability.

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.

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.

Policy Information

Please note that this is a limited summary only and not a full description of the cover. The cover is subject to terms, conditions, exclusions and limitations and any Endorsements applying to the Policy that are not listed in the summary. You need to read the Policy in full to properly understand the cover provided.

This Policy covers You for amounts that You are legally liable to pay as Compensation for certain third party Personal Injury and/or Property Damage which occurs in connection with Your Marina Business (as defined).

Additional benefits are also provided for:

- Salvage/removal of wreck; and
- Incidental Watercraft Repair Work.

A number of Optional benefits are also available for an additional Premium.

The available Optional benefits are:

1. Pollution liability;
2. Chandlery/Incidental Marine Sales;
3. Catering;
4. P & I Endorsement;
5. Inspections and Valuations – Errors and Omissions;
6. Piers and pontoons – Material Damage (including floating quays, jetties and docks); and
7. Loss of Earnings on Piers and Pontoons (only available if Optional Benefit 6 – Piers and Pontoons – Material Damage is selected).

Some of the risks We do not cover are:

- war, radioactive contamination, chemical, biological weapons or terrorism;
- consequential loss, legal liability and defects;
- wilful or criminal acts of you or any person acting with your knowledge, consent or connivance;
- worker's compensation;
- fraud or dishonesty of employees;
- You, Your managers or employees being with Your or Yours managers' knowledge under the influence of alcohol and/or drugs;
- Pollution unless otherwise agreed;
- fines or penalties imposed by law.

Proposal

IMPORTANT: The above and any explanations of the covers in this application form are only a summary of the cover provided under the Policy.

Full details of the standard cover, limitations, exclusions, terms, conditions and other benefits are contained in the Policy document which is available on request. Please read the Policy document, retain this section and complete the attached application form in black or blue pen.

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

General Information

Intermediary Name			
Contact		Email	
Telephone number		Fax number	
Proposer's name (include Subsidiary companies)			
ABN			
Are you registered for GST?	Yes ☐	No ☐	
If YES what percentage of Input Tax Credit is claimed?			%
How Long have you been in business?			
Number of employees			
Address of Marina			
Suburb		State or Territory	
		Postcode	

Policy Period, Limit of Liability and Excess

Cover required from	 dd/mm/yyyy	to	 dd/mm/yyyy	at 4pm
Limit of Liability	\$			
Expiring Excess	\$			

Policy Excess

	Alternative	Basic
Basic	\$	\$1,500
Losses arising out of storage of fuel or fuelling operations	\$	\$2,500
Slipway Operation	\$	\$2,500
Repairer's Liability	\$	\$2,500

Your Business Operation

(If insufficient space, please provide separate details)

Does the public have access to the Marina?

Yes ☐ No ☐

Do you have car parking facilities?

Yes ☐ No ☐

Maximum number of vessels at the Marina?

Description and capacity of cranes, lifts, hoists

Vessels	Number	Average Size	Average Value	Maximum Size	Maximum Value
Pleasure Craft			\$		\$
Commercial Craft			\$		\$

Is work carried out away from the premises in excess of 50 kms?

Yes ☐ No ☐

If yes, please provide details

Are electrical cables, power point switches, mains box, regularly checked and maintained?

Yes ☐ No ☐

Last date inspected

 dd/mm/yyyy

Is the marina involved in these activities:

	Yes	No	Gross Annual Receipts
Provision of Berths/Moorings	☐	☐	\$
Storage – Floating Dock	☐	☐	\$
Storage – Dry Dock	☐	☐	\$
Storage – Hardstand	☐	☐	\$
Hauling Out/Slipping/Launching	☐	☐	\$
Minor Repairs/Alterations/Maintenance	☐	☐	\$
Boat Brokerage	☐	☐	\$
Fuelling Operations	☐	☐	\$
General Sales	☐	☐	\$
Charter Management	☐	☐	\$
Catering	☐	☐	\$
Shipwright	☐	☐	\$
Engineering	☐	☐	\$
Sailing School	☐	☐	\$
Social and Sporting Activities	☐	☐	\$
Other (please provide details below)	☐	☐	\$

Fuel Operations

Are all tanks in compliance with current EPA regulations?

Yes ☐

No ☐

Self fuel or
Attendant?

Types of
fuel offered

Please provide details of tank leak protection used

If any of the storage tanks have ever had a leak/spill or release in the past please provide details

If you have been fined by any agency or authority for breaches of an environmental nature please provide details

Please attach a copy of your contractual conditions. (Please tick if attached)

- | | |
|--|--|
| ☐ Mooring Agreement | ☐ Watercraft Hire Agreement |
| ☐ Hardstand Agreement | ☐ Boat Sales Agreement |
| ☐ Dry Storage Agreement | ☐ Repair Agreement |
| ☐ Slipway Agreement | ☐ Other (details) |

Policy Options

Please indicate the optional benefits required:

- | | | |
|---|------------------------------|-----------------------------|
| 1. Pollution Liability | Yes ☐ | No ☐ |
| 2. Chandlery/Incidental Marine Sales | Yes ☐ | No ☐ |
| 3. Catering | Yes ☐ | No ☐ |
| 4. P & I Endorsement | Yes ☐ | No ☐ |
| 5. Inspections and Valuations – Errors and Omissions | Yes ☐ | No ☐ |
| 6. Piers and Pontoons – Material Damage If required, please complete additional information below | Yes ☐ | No ☐ |
| 7. Loss of Earnings on Piers and Pontoons (only available if Optional Benefit 6 – Piers and Pontoons – Material Damage is taken) If required, please complete additional information on next page | Yes ☐ | No ☐ |

Piers and Pontoons – optional benefit

Summary of this optional benefit

Loss or Damage to the insured floating Piers and Pontoons caused by:

- Storm;
- flood;
- fire or lightning;
- collision with or impact by any Vessel, vehicle, railway locomotive, aircraft or anything dropped therefrom;
- explosion;
- earthquake or volcanic eruption;
- accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel at the Marina;
- malicious acts,

provided that such Accidental Loss or Damage has not resulted from the want of due diligence by you or your managers.

Floating Piers & Pontoons

Length (metres)	Description /Construction	Sum Insured	Expiring Excess
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Total Number of Piers & Pontoons

Total Value of Piers & Pontoons

Loss of Hire – optional benefit

This optional benefit covers you for your loss of net income in consequence of the Piers and Pontoons being partially or totally prevented from earning income following Loss or Damage to the Piers and Pontoons caused by an insured Event occurring during the Period of Insurance.

Period of Indemnity

Maximum Period of Indemnity

consecutive calendar days

Maximum Daily Indemnity

The maximum daily Indemnity is per day

The maximum amount payable is in the aggregate of any one loss or series of losses caused by the insured Event

Excess

The Excess applicable days for each Occurrence

Claim Details

Have any claims been made against you or any incidents occurred which may lead to a claim being made against you within the past 5 years?

Yes ☐ No ☐

If yes, please complete the following:

Date	Claim Details	Excess	Amount Incurred		Total
			Paid	Outstanding	
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

Are there any actions against you or the Marina pending or outstanding

Yes ☐ No ☐

If yes, please provide details

Please advise name of current insurer

Declaration

This declaration concerns the insurance being applied for.

I/We acknowledge and declare that:

1. I/we have received a copy of the Policy Document;
2. I/we have read and understood my Duty of Disclosure and other Important Notices set out above and in the Policy Document;
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 and if I/we have been fraudulent in not complying with the Duty of Disclosure the Policy may be voided from the beginning.

Signed by
first Proposer

Date

dd/mm/yyyy

Signed by
second Proposer

Date

dd/mm/yyyy