

SHIP REPAIRERS LIABILITY PROPOSAL FORM

Broker: _____ Quote Number: _____

PROPOSER

Full name of proposer (including company and trading name:) _____

ABN: _____

Cover requested from: _____ to _____ at 4.00pm local time

Limit of Liability required \$ _____ Option \$ _____

Please provide full description of your business operations (including type of work performed and products supplied, if any. If insufficient space is provided please provide a separate list) _____

Yard/work site/physical address: _____
 _____ Postcode: _____

Is the Property: Owned Leased

Construction Type _____

Age of Building _____

Fire Protection Yes No

Burglary Protection Yes No

Access Control Yes No

Facilities	Number	Location	Location	Location
Location (if multiple) <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Slipway <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Dry Dock <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Floating Dock <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Work Barges <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Cranes/Cradles <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Moorings <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
Fuel Storage <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
U/G OR A/G <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
i. On or over water <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____
ii. Land based <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____

Do you own the facility you operate from or are you a tenant? _____

Do you lease/hire out your slipway or other facilities and equipment to other parties? Yes No

If Yes, do you require leasees to insure for damage and/or indemnify you? Yes No

Are you responsible for maintenance of the slipway and other facilities? Yes No

If Yes, what preventative measures are in place? _____

Type of repair/refurbishment work normally carried out.

Hull Work Materials used: GRP Steel/Alumium Timber Other

Details if Other _____

Mechanical Work and/or Electrical work Structural Work

Rigging Canopies, covers & Sailmaking Painting, coating & Anti-fouling

Other Services not listed _____

Do you undertake work away from the yard premises? Yes No

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

If Yes, please provide details _____

Percentage split of turnover, size and type of Vessels worked on:

_____ % Pleasure Motor Boats/Yachts _____ % Commercial Fishing Vessels

_____ % Commercial Tourist/Charter Boats

_____ % Coastal/Ocean Going Ships (including Government/military vessels)

_____ % Other, please detail _____

Highest value vessel worked on (estimate) \$ _____

Average number of vessels being worked upon _____ Maximum number of vessel being worked upon _____

Other Property

Do you require cover for property of others (not vessels) in your care, custody or control? Yes No

If Yes, what is the total value of such property at all locations? \$ _____

Give a brief description of such property _____

HOTWORK

Does your business undertake hotwork(welding, metal cutting or grinding)? Yes No

Is cover required for Hotwork Yes No

If Yes, please provide details of these activities and percentage of overall work: _____

Is all work performed to Australian Standard 1674 "Safety in Welding and Allied Processes" Yes No

Is there a fire watch on each side of the bulkhead being welded? Yes No

Hotwork on vessels not previously engaged in carrying hazardous cargoes Yes No

(continued)

HOTWORK_(continued)

Hotwork on vessels previously engaged in carrying hazardous cargoes?

Yes No

Any hotwork undertaken on, or away from your premises?

Yes No

If Yes, please provide further details _____

CONTRACTUAL

Do you have standard contractual conditions of work?

Yes No

Are these conditions used in every instance?

Yes No

Do you enter into agreements whereby you assume liability under contract or hold other parties harmless?

Yes No

If Yes, please provide details and attach copies of all agreements _____

SUB-CONTRACTORS

Do sub-contractors perform work on your behalf?

Yes No

What type of work is subcontracted out? _____

Do you want subcontractors to have the benefit of cover under this policy?

Yes No

If Yes, please name the sub-contractors _____

Is there a formal site induction for Sub Contractors or other workers at your premises or worksite?

Yes No

Do you request evidence of Liability Insurance from your Sub Contractors?

Yes No

POLLUTION

Do you require Pollution risks cover?

Yes No

If Yes, state what measures & equipment are in place to prevent/manage spills/pollution _____

Are you required to hold EPA or other relevant State or local council licences in relation to discharges from your processes or operations?

Yes No

If Yes, please detail _____

Does your use and storage of all toxic, dangerous and hazardous substances or waste comply with all statutory regulations and by-laws?

Yes No

Please give full details of any chemicals, gases, radioactive, explosive or toxic substances used and/or stored.

STATUTORY LIABILITY

Do you require Statutory Liability extension?

Yes No

Have you ever had a pecuniary penalty 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

Yes No

If Yes, please provide full details _____

ERRORS AND OMISSIONS

Do you require Errors and Omissions extension?

Yes No

What percentage of your overall gross receipts relate to reports/inspections/valuations provided for a fee? _____%

Please note the following disclaimer must be inserted to 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]."

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

If Yes, please detail: _____

ESTIMATED REVENUE, PAYROLL & PAYMENTS

Revenue

What is your estimated gross annual revenue for the forthcoming year?

\$ _____

What was your gross revenue for the current financial year?

\$ _____

Payroll (excluding payments to sub-contractors and labour hire employees)

What is your estimated annual payroll for the forthcoming year?

\$ _____

How many partners or principals?

Sub Contractors

Do you use the services of any sub contractors?

Yes No

If Yes, Estimated annual payments

\$ _____

Are payments for labour only or labour & materials?

Labour Materials

Activities undertaken _____

Labour Hire or Agency Labour

Do you use the services of any labour hire or agency labour personnel?

Yes No

If Yes, Estimated annual payments:

\$ _____

Activities undertaken _____

PRIOR HISTORY

How long have you operated this business? _____

Experience in this business activity: _____

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 as a Shiprepairer/Marine Facility Operator (Last Five Years)

Detail All Incidents Reported, Claims or Un-Insured Losses (date or year, details & amount) _____

DECLARATION

Non Disclosure / Misrepresentation

Before you enter into a contract of insurance with us, you have a duty to disclose to us every matter you know, or could reasonably be expected to know that a prudent insurer would want to take into account in deciding whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

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

Your duty however, does not require disclosure of a matter:

- that diminishes the risk to be insured;
- that is of common knowledge;
- that we know or in the ordinary course of our business we ought to know;
- that we state to you that we do not want to know.

Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) 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 judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

Non-disclosure or Misrepresentation

If the insured makes a misrepresentation to us, or if they do not comply with this duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the insured's duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and the insured's duty of disclosure had been complied with; and
- we may also cancel the policy; or
- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with the insured's duty of disclosure was fraudulent

Jurisdiction

Except to the extent otherwise provided in any subsequently issued policy, the content and use of this form and any agreement entered into pursuant to this form or any dealing in relation to or arising from this form are governed by the laws of Australia and in relation to those matters, the parties submit to the jurisdiction of the courts of Australia.

Completion notes

- Please answer ALL questions fully, if you need extra space please attach additional pages on your organisation letterhead and mark their inclusion on the proposal.
- PLEASE ENSURE YOU READ AND SIGN THE DECLARATION.

Signature of The Insured(s): _____ Date: _____

PRIVACY STATEMENT

NM Insurance Pty Ltd, ABN 34 100 633 038, trading as Proteus Marine Insurance are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs).

This Privacy Statement outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

Why we collect your personal information

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development;
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How we collect your personal information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or

impracticable for us to do so or the law permits us to.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, Lloyd's, our insurers, other insurers and reinsurers, your agents, our legal, accounting and other professional advisers, data warehouses and consultants, social media and other similar sites and networks, membership, loyalty and rewards programs or partners, providers of medical and non-medical assistance and services, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website **www.proteusinsurance.com.au**

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website **www.proteusinsurance.com.au** or by contacting us (our contact details are below).

Contact us and opting out

By proceeding with your application or submitting your claim, you and any other person included on the policy, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: 1300 780 533

By email: customerservice@nminsurace.com.au

In writing: 28-32 George Street, Sandringham VIC 3191

Effective date: 12 March 2014