

# Ship Repairers Liability Insurance

## Proposal Form

### IMPORTANT NOTICES

Please read this section before completing this Proposal.

#### 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 must tell us?

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

#### 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](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.

## Subrogation

You may prejudice Your rights in relation to a claim made under this policy if, without prior agreement from Us, you make an agreement with a third party that will prevent Us from recovering a loss from that or another party.

## General Insurance Code of Practice

The Insurance Council of Australia has produced the General Insurance Code of Practice with the purpose of raising the standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting us or from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au)

## 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

Your GT Insurance Ship Repairers' Liability Insurance Policy provides protection for all amounts which You become legally liable to pay as compensation for Personal Injury and/or Property Damage which occurs in connection with Your Ship Repair Business.

Some of the risks We do not cover are:

- worker's compensation;
- provisions of professional advice, surveys or inspections of Watercraft;
- infidelity 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.

**IMPORTANT:** The above is only a summary of the cover provided under the Policy.

Full details of the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request. Please 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?  %

Structure of Company (Please Indicate):

Individual  Corporation  Partnership  Joint Venture  Other (Please advise)

How Long have you been in business under the present management?

Number of years in ship repair business?

Address of Yard

Suburb  State or Territory  Postcode

Other Locations Where You Operate

Number of employees: Full Time  Part Time

## Policy Period, Limit of Liability and Excess

Cover required from  to  at 4pm  
dd/mm/yyyy dd/mm/yyyy

Limit of Liability \$  Expiring Excess \$

Note: Quote provided will not be below expiring excess

## Business Information

(If insufficient space, please provide separate details)

Please advise your annual gross earnings for this year, and the estimated earnings for next year.

Gross Earnings  
This Year

Est. Gross Earnings  
Next Year

Please provide details of your ship repair facilities

Please indicate  the principal type of repairs that you perform

Category 1 – Painting; Detailing; Antifouling; Marine Trimming; Interior Cabinet work /joinery; Servicing restricted to changing oil, spark plugs and tuning of motors

Category 2 – Shipwright; Hull Repairs; Marine Electrical Repairs; Marine Mechanical Repairs; Sails Masts, Spars and Rigging Repairs

Category 3 – Marine Fitter and Turner; Marine Engineering; Boilermaker

Please advise the types of vessels on which you work, together with a split as a percentage of earnings

Other Work – Do you perform any work on vessels that is not ship repair?

Yes

No

If “Yes”, please describe the nature of such work for example, general engineering, assembly etc, and advise what percentage of your annual ship repairing earnings this represents

Please advise how much work you sub-contract out, as a percentage of revenue

What type of work do you sub-contract out?

Do you have a sub-contractor vetting programme or Approved Contractor Scheme?

Yes  No

What percentage of your annual ship repair earnings are from work sub-contracted in?

%

Within how many kilometres of the yard are the following operations performed?

a) Vessel movements in connection with repair operations  kilometres

b) Vessel test /trials  kilometres

Please advise the extent of any contractual liability arising from vessel movements, test or trials

How close is the nearest Public Fire Department Station?

kilometres

Please provide full details of your own private fire fighting resources

What is the maximum number of vessels in your yard at any one time?

Please provide details of any repairs carried out away from the yard

What percentage of annual ship repair earnings does this represent?

%

Is the yard fenced?

Yes  No

Please describe security measures, including watchmen

Please provide details of:

a) Hot Work Safety Procedures

b) Yard Safety Management Programme

Please provide copies of:

- a) your standard terms and conditions terms, including applicable limitations of liability.
- b) any contract that extends your contractual liability beyond the terms of your standard terms and conditions.

Please provide details of any hold harmless or indemnity that you have given to another party under any agreement

## Policy Options

Please indicate the optional benefits required:

- |                                       |   |  |  |
|---------------------------------------|---|--|--|
| <input type="checkbox"/> 1. Detention | <input type="checkbox"/> 3. Other Work          | <input type="checkbox"/> 5. Subcontractors   | <input type="checkbox"/> 7. Travelling Workmen |
| <input type="checkbox"/> 2. Hot Work  | <input type="checkbox"/> 4. Pollution Liability | <input type="checkbox"/> 6. Towing Liability |  |

## Summary of Options

**IMPORTANT:** The summaries below are subject to the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request.

### 1. Detention

Cover for amounts You become legally liable to pay as Compensation for detention of any Watercraft resulting from a claim which is recoverable under the Policy, but excluding legal liability for detention assumed under contract or otherwise that extends the liability imposed upon You by law in the absence of such contract.

### 2. Hot Work

Cover for Hot Work conducted on any Watercraft previously utilised to carry explosives, oil or other flammable liquids or gases or arising in connection with Hot Work on or near any fuel tank, fuel or pipe line, bunker space, machinery compartment or engine room.

### 3. Other Work

Cover for other repair operations which do not normally come within the scope of your ship repair activities. The cover is extended to include Loss of or damage to property which is in your care, custody or control for the purpose of being worked on including whilst in transit to or from your premises or whilst in transit to or from specialist repairers' or manufacturers' premises.

### 4. Pollution Liability

Cover for Personal Injury or Property Damage incurred to third parties up to a limit of \$1,000,000 each and every loss or series of losses caused by sudden and accidental pollution provided it became known to you within 72 hours after it commenced and subject to you reporting to Us within 72 hours thereafter.

### 5. Subcontractors

Cover for named Subcontractors and to waive any rights of subrogation against them in the event that they are the party found to be responsible for the Occurrence giving rise to the claim.

### 6. Towing Liability

Cover for Your legal liability under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port.

### 7. Travelling Workmen

Cover for amounts which you become legally liable to pay as compensation when you or your employees are on board a vessel at sea or in any port for the purpose of carrying out your ship repair activity notwithstanding that you or your employees may be signed on as members of the vessel's crew.

## 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	Excess	

Are there any actions 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 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