

Ship Repairers Liability Insurance

New Zealand Proposal Form



Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The terms proposer, whenever used in this proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this proposal.
4. The terms policyholder and subsidiaries have the same meaning in this proposal form as in the policy.

Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty at common law 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.

Non-disclosure or misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure, we may treat your policy as if it never existed.

False statement and Fraudulent acts

Your policy is based on the information supplied to us by you or on your behalf.

All statements made by you or on your behalf on the proposal and/or questionnaire, in support of this policy, on any claim form or in support of any claim must be true and correct.

If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

Privacy Collection Notice

We are committed to privacy protection. We collect the personal information we need to assess insurance applications, provide quotations and issue insurance policies. We may not be able to do these things if you don't provide the information we need.

We provide personal information to Zurich Australian Insurance Limited trading as Zurich New Zealand (the insurer who underwrites your insurance) and to our related companies. We provide your name and policy number to any intermediary that arranged your policy or referred you to us. We may also provide relevant personal information to our trusted suppliers including loss adjusters, assessors, surveyors, repairers, professional advisers, document storage centres and IT providers.

We may use your contact details to send you marketing communications that we believe will be of interest to you. You can opt out from receiving these at any time.

We are part of the NM Insurance Group. Our Privacy Policy contains more information about how we manage your information including how you can access it, ask us to correct it or make a privacy related complaint. This is available free of charge on our website and on request by telephone (0800 455 006) or email (customerservice@proteusinsurance.co.nz).

Data sharing consent

In order to provide a seamless insurance service globally, Proteus Marine Insurance may transfer any data Proteus Marine Insurance has received from and any data it holds on the policyholder to other units of Proteus Marine Insurance Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Proteus Marine Insurance Insurance Group Ltd, cooperative partners of Proteus Marine Insurance Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Proteus Marine Insurance as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Proteus Marine Insurance's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Proteus Marine Insurance is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Proteus Marine Insurance may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

Information about this insurance

The policy

Ship Repairers Liability Insurance is specifically designed for ship repairers operating with or without standard trading conditions. Favourable terms are available for those repairers with trading conditions and, to assist you to obtain the best possible terms, we can provide standard terms and conditions for you and explain how to incorporate them into your commercial relationships with customers.

The policy covers liabilities arising out of or in connection with your ship repairing business when you are found legally liable to compensate a third party for loss or damage. The policy is not subject to a discovery clause.

Important

The information contained in this proposal is an outline of the cover provided. Full details of the cover with all limitations, exclusions and conditions are contained in the policy. The terms and conditions offered to you may vary from the information on cover given in this proposal form.

Optional additional benefits

Cover under this policy may be extended to include:

- extended hotwork – your legal liability arising out of hotwork carried out on or near watercraft previously engaged in carrying explosives, ammunition or inflammable liquids or gasses or any work on or near any fuel tank, fuel pipeline or fuel bunkers space
- other work – your legal liability arising from your other nominated business, not ship repairing
- storage – your legal liability for property damage to watercraft in your care, custody and control solely for the purpose of being stored
- warranty/maintenance guarantee – your legal liability arising out of the failure of your product or service to meet the level of performance, quality, fitness or durability expressly warranted or represented by you in the course of your ship repairing business up to a maximum period of 12 months
- worldwide services – work performed by you outside Australia provided that the claim is brought against you under Australian law and jurisdiction.

1 Proposer

Name	
Address	
	Postcode
Website Address	
How many years has the business been in operation?	
Please provide details of the principal's ship repairing experience	

2 Period of cover required

From 4pm	To 4pm
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3 Cover options

Indicate limit of indemnity required

Please indicate if you require any of the following additional optional benefits
(please note a request to include any additional optional benefits may attract additional premium)

Extended hotwork	Yes	No
If 'Yes', please advise details of the types of hotwork undertaken and attach a copy of your safety procedures and protocol		
Other work	Yes	No
If 'Yes', please provide details of other work performed		

3 Cover options (continued)

Warranty/maintenance guarantee	Yes	No
If 'Yes', please attach a copy of your Warranty/Maintenance Guarantee Contract and your standard terms and conditions		
Worldwide services	Yes	No
If 'Yes', please provide full details of all countries in which you perform ship repairing work		

4 Business details

Please provide a general description of the nature of your ship repair operations

Do you provide your services at specific premises?	Yes	No
If 'Yes', please provide address details		
Do you own or lease the premises?	Own	Lease
Are you the sole occupier of the premises?	Yes	No
If 'No', please provide details of other occupants		
Do you use the premises for any purpose other than ship repairing?	Yes	No
If 'Yes', please provide details		

5 Business premises

Provide a general description of the facilities you use in the course of your ship repairing business and indicate whether you own or lease facilities.

Facility	Description
Buildings (construction and use)	
Slipway (capacity)	
Berths/jetties/pontoons (number of each)	
Floating dock (capacity)	
Cranes, forklifts (capacity)	
Travel lifts etc (capacity)	
Cradles (capacity)	

5 Business premises (continued)

Provide a general description of the facilities you use in the course of your ship repairing business and indicate whether you own or lease facilities.

Facility	Description
Car parks (number of spaces, marked bays?)	
Other (eg retail premises)	

Are the premises securely fenced?	Yes	No
Is there a monitored security alarm or a security surveillance service?	Yes	No
If 'Yes', please provide details		

Are the premises connected to a mains water supply?	Yes	No
Please provide details of the fire fighting equipment on the premises including the number and type of fire extinguishers		
Do you have a pollution disaster plan and/or pollution containment equipment?	Yes	No
If 'Yes', please provide details		

6 Business operations

Is smoking by employees permitted 'on site' or on watercraft?	Yes	No
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Please provide a specific description of the type of work you perform including the percentage of overall work

Type	Description	%
Hull		%
Electrical		%
Mechanical/engine repair/maintenance		%
Hotwork - please advise the types of hotwork undertaken and attach a copy of your safety procedures and protocol		%
Spray painting		%
Rigging		%
Other		%

Do you build new watercraft?	Yes	No
If 'Yes', please provide details		

6 Business operations (continued)

Do you undertake structural conversions of watercraft?	Yes	No
If 'Yes', please provide details		
Is any work performed away from your premises?	Yes	No
If 'Yes', please provide details and advise proportion (%) of your overall work		
Do you perform work on watercraft whilst operating at sea?	Yes	No
If 'Yes', please provide details and advise proportion (%) of your overall work		
Do you remove watercraft from the water in the course of your business?	Yes	No
If 'Yes', please advise frequency and details of equipment used		
Do you handle dangerous goods in the course of your business?	Yes	No
If 'Yes', please provide details including structure and location of dangerous goods store		
Do you manufacture or produce any products?	Yes	No
If 'Yes', please provide details		
Do you sell, supply, distribute, import or export any products?	Yes	No
(please note liability caused by or arising from these products will not be insured under a Ship Repairers Liability Policy)		
If 'Yes', please provide details		
Do you hire equipment on a temporary basis (up to 120 days)?	Yes	No
If 'Yes', please provide details		

Please provide details of all watercraft worked upon	Maximum value \$	Maximum GRT/length	% of total business
Tourist/charter	\$		%
Pleasurecraft	\$		%
Commercial fishing	\$		%
Coastal/ocean going	\$		%
Navy/defence force	\$		%
Oil rigs and the like	\$		%
Other	\$		%

6 Business operations (continued)

Please provide details of your workforce	Number	% of gross charges
Employees	\$	%
Subcontractors	\$	%
Labour hire	\$	%
Other	\$	%

Are subcontractors required to hold and provide evidence of their own liability insurance?	Yes	No
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Please provide a breakdown of your gross charges (including work performed by your subcontractors)	Estimated – next 12 months
Ship repair activities	\$
Other work	\$

7 Contracts

Do you offer your services under terms other than standard terms and conditions or similar terms of contract?	Yes	No
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If 'Yes', please attach a copy

Do you offer your services under terms other than under standard terms and conditions, (ie long term, defence or other specialist contracts)?	Yes	No
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If 'Yes', please provide details & attach a copy of all relevant contracts

If you do not have standard trading conditions or similar terms of contract, are you interested in receiving our assistance to establish your standard terms of contract?	Yes	No
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Are you interested in receiving our assistance in recommending procedures to incorporate your standard terms and conditions into your relationship with your customer?	Yes	No
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8 Claims experience

In the past five years, have any claims (insured/uninsured) been made against you?	Yes	No
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If 'Yes', please provide details

Have any incidents occurred which would be a claim under the policy now being applied for?	Yes	No
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If 'Yes', please provide details

Are there any claims or actions pending or outstanding against you?	Yes	No
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If 'Yes', please provide details

9 Prior insurance

Name of your current or prior insurer

Due date for renewal

Has any insurer ever declined insurance or imposed special conditions?

Yes

No

If 'Yes', please provide details

Has any insurer ever cancelled or refused to renew your insurance?

Yes

No

If 'Yes', please provide details

10 Declaration

I/We authorise Proteus Marine Insurance to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service.

I/We declare that I/we have read and understood the duty of disclosure, non disclosure and policy conditions contained herein and confirm that no information has been withheld which could affect the acceptance of this application.

Name of proposer (print)

Date

Signature of proposer

No insurance cover is provided until the above proposal is accepted and details of cover are confirmed in writing by Proteus Marine Insurance.

Office use only

Intermediary

Premium

\$

Agent No.

Special Conditions

Office Address:

AIG Building, Level 1, 41 Shortland Street,
Auckland, 1010

Telephone: 0800 455 006

Email: customerservice@proteusinsurance.co.nz

Website: proteusinsurance.co.nz



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