



**Masterman
Insurance Brokers Pty Ltd**
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Date of Occurrence Liability Insurance Proposal Form

IMPORTANT NOTICES

Please read the following important Notices carefully before completing this documentation.

The proposed insurance contract will operate on a 'date of occurrence' basis.

Retroactive Date

The proposed insurance contract does not cover liability in respect of Personal Injury and/or Property Damage caused by an Occurrence which takes place prior to the 1st January 2000 or other date if stipulated within our quotation.

Prior Known Claims or Circumstances

The proposed insurance contract does not cover liability in respect of any Claim(s) made against the Insured prior to the commencement of the Period of Insurance nor in respect of any Claim(s) or circumstances notified under any previous Policy, nor in respect of any Claim(s) or circumstances which were known to the Insured at the inception date of this insurance.

DUTY OF DISCLOSURE

Before You enter into a contract of general insurance with , You have a duty, under the Insurance Contracts Act 1984, to disclose to Underwriters every matter that You know, or could reasonably be expected to know, is relevant to Underwriter's 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 Underwriters before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of matter:

1. That diminishes the risk to be undertaken by Underwriters;
2. That is of common knowledge;
3. That Underwriters knows or, in the ordinary course of its business ought to know;
4. As to which compliance with Your duty is waived by Underwriters.

NON-DISCLOSURE

If You fail to comply with Your duty of disclosure, Underwriters may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, Underwriters may also have the option of avoiding the contract from its beginning.

SUBROGATION RIGHTS

If You have entered into an agreement with another party which prevents Underwriters from taking recovery action for compensation from that party it may affect Your rights to cover under the Policy.

Should You now be a party to such an agreement or be requested to enter such an agreement in the future please advise Underwriters in writing.

Every question must be answered fully and clearly. Your answer will influence our decision as to whether we will insure You and if so the terms of that insurance. If any question is unclear to You or You do not understand what information is being sought, please let us know. If a complete answer cannot be provided on the proposal, please set it out on a separate sheet of paper, sign and date it and attach it to the proposal.

Intermediary Name: Masterman Insurance Brokers Pty Ltd

Policy No: _____

Underwritten at: **Lloyd's of London**
Via Masterman Insurance Brokers Pty Ltd
19 Agnes Street
East Melbourne VIC 3002

THE INSURED: (ie. Your name, company name, subsidiary companies, 'You/Your' when used in this proposal means the Insured).

The Insured: _____ _____ _____
including the Insured's directors, employees, committee members, officers, officials, coaches, referees and voluntary workers.

Postal Address: _____
A.B.N: _____ A.C.N: _____
Contact Person: _____ Title: _____
Phone No: _____ Fax No: _____
E-mail Address: _____

*** You must be a Member of a State Yachting Association or Yachting Australia Inc. Please advise which body you belong to: _____

Activities of the Insured:	Organising and conducting Yachting Events and/or Yachting activities, fundraising and non Watercraft activities. Property Owners.
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Period of Insurance Commences 4pm on _____ / _____ / _____
and ends 4pm on _____ / _____ / _____

Limit of Liability: \$ _____ any one Occurrence

Deductible: \$ _____ any one Occurrence

Date Business was Established: _____ / _____ / _____

**IMPORTANT NOTE: Our terms DO NOT cover the below listed activities.
Please indicate whether Your Business involves any of the following excluded activities?**

Operation of public swimming pools or aquatic sports centres	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operation of ownership of harbours or ports (other than marinas)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Manufacture, repair, maintenance, servicing of any Watercraft	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sale of Watercraft	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If You have answered “Yes”, to any of the above and upon receipt of the relevant details, Underwriters will advise if the particular activity can be included along with the applicable terms and conditions pertaining thereto.</p> <p>Relevant Details:</p>		

1. Estimated annual payroll	\$	
2. Estimated annual turnover	\$	
Split as follows:		
a) Membership Fees	\$	
b) Bar Sales	\$	
c) Tabaret / Poker Machines	\$	
d) Mooring Fees	\$	
e) Watercraft Storage	\$	
f) Restaurant Turnover	\$	
g) Sailing School Turnover	\$	
h) Other, please specify:		

3. Do you provide any of the following facilities?		
a) Slipways	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, advise the following:		
Number of Slipways		
Maximum lifting capacity		
	tonnes	
b) Mooring/Dry storage of Watercraft	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, advise the following:		

Number of Moorings: _____
 Maximum number of Watercraft stored at any one time in dry storage: _____

4. Number of Members
Split as follows:

- a) Senior and Junior Sailing Members _____
 b) Social Members _____

5. Do You own or lease any of the following?

- a) Jetties Yes No
 b) Marina(s) Yes No
 c) Piers Yes No

and if You have answered Yes to any of the above, is access to the public restricted and describe how this is achieved?

6. Have You entered into any contract or agreement (including any in respect of the supply of raw materials, components or finished goods) under which You have assumed liability for which You would not otherwise be liable or under which You have waived Your legal rights of recovery (eg. hold harmless agreements)?

Yes No

If Yes, provide details and attach copies of the contract or agreement.

7. During the last 10 years, prior to the date hereof, has any claim in respect of Personal Injury and/or Property Damage been made, settled or defended against You?

Yes No

If Yes, please provide details.

Date Notified to Your Insurer:	Insured With	Claimant	Details of Claim	Amount Paid	Amount Outstanding

8. During the last 10 years, prior to the date hereof, have any circumstances been notified by You under any Liability policy, whether or not such circumstances may or may not result in a claim against You in respect of Personal Injury and/or Property Damage?

Yes No

If Yes, please provide details.

Date Notified to Your Insurer:	Insured With	Claimant	Descriptions of Circumstances	Estimate \$

9. During the last 10 years, prior to the date hereof, have You become aware of any circumstances which may give rise to a claim against You in respect of Personal Injury an/or Property Damage which have not been notified to Your Liability Insurer?

Yes No

If Yes, please provide details.

Date of Circumstance	Name of Potential Claimant	Description of Circumstances	Estimate \$

Such Circumstances Known by You are Excluded under the Policy.

Declaration and Acknowledgements

I/We declare and acknowledge as follows:

- I/We have not suppressed misrepresented or mis-stated any material information within my/our knowledge likely to affect the decision of the Insurer as to my/our eligibility for insurance and the answers given in this Proposal are in every respect true and correct.
- Insurance cover will only arise upon the acceptance of this Proposal as notified by the issue of an appropriate Policy Schedule or Policy Document.
- I/We authorise Underwriters to obtain from any other insurer or insurance reference bureau, any information relating to this proposal, this insurance, any renewal of this insurance or any claim.
- The Insurer will be relying on the information provided by me/us in this Proposal in deciding whether to provide cover and, if so, upon what terms.
- I/We have read and understood the notice contained herein concerning my/our Duty of Disclosure.
- Where answers on this Proposal are not in my/our own handwriting they have been checked by me/us and I/We certify they are correct.

Signature of Proposer: _____ **Date:** ____/____/____