



FREEBOARD MARITIME

Marine Professional Indemnity Insurance Application Form

1. Notices

- 1.1 This application form must be completed in full, as accurately as possible, in good faith and to the best of the applicant's knowledge. The information provided by the applicant will be used to provide terms and conditions for the applicant's insurance policy. Should any information be in breach of the above, any coverage offered may be declined, cancelled or amended at the insurer's discretion.
- 1.2 Please attach to a separate document;
 - 1.2.1 Any other material information related to your enquiry; and
 - 1.2.2 Extended answers to the questions below where is insufficient space to do so.
- 1.3 The applicant's authorised insurance broker or agent may complete this application form.

2. Applicant Details:

- 2.1 Company Name (Insured):
- 2.2 Principal Address, E-Mail, Telephone:
- 2.3 Names and addresses of any subsidiary, affiliated or associated companies which are to be included under the insurance:
- 2.4 Date Established:
- 2.5 Full details of services to be insured:
- 2.6 Details of any trade associations with whom you are affiliated and/or members of and any quality assurance accreditation for any recognised organisation:

3. Key Personnel:

- 3.1 Number of senior personnel including but not limited to; Directors, Partners or Senior Managers and Executive Officers:
- 3.2. Number of qualified staff including but not limited to; brokers, architects, consultants and surveyors:
- 3.3 Number of clerical staff:
- 3.4 Total number of employees:

Please note professional qualifications and number of years experience for each of the above.



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4. Applicant's Financial Details:

4.1 Please state the relevant Gross Income for the previous 12 months:

Currency:	Amount:
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4.2 Please state the relevant Gross Income forecasted for the next 12 months:

Currency:	Amount:
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Note: Gross Income means fees and commissions charged to a third party by the applicant, excluding disbursements paid on behalf of a third party.

5. Applicant's Services

5.1 Please state the estimated percentage of Gross Income forecasted for the next 12 months relating to:

Yacht Charter Broking:	%	
Yacht Sale & Purchase Broking:	%	
Ship Agency (Liner Principals):	%	
Ship Agency (Tramp Principals):	%	
Marine Surveying:	%	Please complete Appendix 1
Marine Consultancy:	%	Please complete Appendix 1
Naval Architecture:	%	
P&I Correspondent:	%	
Lloyd's Agent:	%	
Ship Broking:	%	
Ship Registry:	%	
Ship Management:	%	Please complete Appendix 2
Bunker Broking:	%	
Marine Engineering:	%	Please complete Appendix 1
Vessel Build or Conversion Supervision:	%	
Freight Forwarding:	%	Please complete the Cargo Liability Insurance Application Form
Other:	%	Please provide further details:

6. Trading Conditions and Contracts

6.1 Please advise if the applicant uses standard trading conditions: Yes No

6.2 Please advise if the applicant has any bespoke contracts or agreements with specific clients: Yes No

If any of the above questions have been answered "Yes", please provide a copy with this application



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7. Insurance details

- 7.1 Please advise the insurance Limit required:

Currency:	Amount:
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- 7.2 Please advise the insurance Deductible required:

Currency:	Amount:
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- 7.3 Please advise if the applicant is currently insured for Marine Professional Indemnity. If so, please advise with which insurance company the applicant is already insured, policy renewal date, limit, deductible and premium: Yes No
- 7.4 Please advise if an insurer has ever;
- 7.4.1 declined to insure the applicant: Yes No
- 7.4.2 cancelled the applicant's insurance policy: Yes No
- 7.4.3 refused to renew the applicant's insurance policy: Yes No
- 7.4.4 imposed special terms and conditions: Yes No

If any of the above questions have been answered "Yes", please provide details.

8. Claims Details

- 8.1 Please advise if in the last 5 years any claims have been made against the applicant: Yes No
- 8.2 Please advise if in the last 5 years there are any circumstances that could give rise to a claim being made against the applicant: Yes No

If any of the above questions have been answered "Yes", please provide details below and/or in a separate document:



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9. Appendix 1 – Marine Surveyors, Engineers and Consultants

9.1 Please provide a full and clear description of the services and activities performed by the applicant for which cover is required:

9.1.1 *Please provide relevant curriculum vitae of the personnel responsible for carrying out these services.*

9.2 Please advise the largest annual income or fee earned from a single client in the last 12 months:

Currency:	Amount:
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9.3 Please advise the percentage of the applicant's gross income relates to services performed in the offshore oil and gas industry:

9.4 Please advise the percentage of the applicant's gross income is derived from performing pre-purchase surveys on yachts and/or pleasure craft:

9.5 Please advise if the applicant issues or carries out any of the following services:

- | | | |
|---|------------------------------|-----------------------------|
| 9.5.1 Gas free certificates: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9.5.2 Quality or quantity certificates: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9.5.3 Overseeing bunker supply: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9.5.4 Surveying cargo holds for the loading of petroleum: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



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10. Appendix 2 – Yacht and Ship Managers

10.1 Notices:

10.1.1 Insurance will only be offered when the ship management contract(s) contains an appropriate clause restricting or limiting the ship manager's liability. Examples of acceptable clauses that are contained in the BIMCO "Shipman" contract are set out below.

10.1.2 The term "ship management" covers a wide range of activities ranging from consultancy to the performing of all the functions of a shipowner. However, unless specifically declared and agreed by Insurers, only those activities or services performed under a specific ship management contract will be insured.

10.1.3 Please note new building supervision will only be insured if specifically agreed by Insurers.

10.2 Please confirm the applicant is always co-insured on the vessel owners' insurance policies (It is a condition precedent of the insurance we provide that you are named as co-insured on the owners' P&I and hull insurance policies.) Yes No

10.3 Please confirm management contracts contain a clause limiting liability: Yes No

For example "The Managers shall be under no liability whatsoever to the owners for any loss, damage, delay or expenses of whatsoever nature whether direct or indirect (including but not limited to loss of profit arising out of or in connection with detention or delay to the ship) and howsoever arising in the course of performance of the management services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the managers or their employees or agents, or subcontractors employed by them in connection with the ship, in which case (save where loss, damage, delay or expense has resulted from the managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten times the annual management fee payable hereunder".

10.4 Please confirm if management contracts contain a clause providing the applicant with an indemnity? Yes No

For example "the owners hereby undertake to keep the managers and their employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Agreement, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the managers may suffer or incur (either directly or indirectly) in the course of the performance of this agreement".



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11. General Data Protection Regulation (GDPR)

11.1 Applicant's Personal Information

11.1.1 Insurers collect and use relevant information about the applicant to provide accurate insurance cover and to meet legal obligations.

11.1.2 This information includes details such as the applicant's name and address (and may include more sensitive details).

11.1.3 Your information may be shared with and used by a number of third parties within the insurance sector, such as; professional advisers, loss adjusters, reinsurers or other lawful purposes as required by law, including providing the information to government or regulatory authorities, but only in connection with the insurance provided to the applicant. This may involve information transfer to countries which do not have data protection laws equivalent to those in the United Kingdom, in which case insurers will ensure that information is appropriately protected.

11.2 Third Party Information Provided By The Applicant To Insurers

11.2.1 By making an application for insurance, the applicant agrees that all persons to whom the information relates to, consent to the processing and transfer of information described in this notice. The applicant also confirms that they have taken all necessary steps to inform them of disclosure of information to insurers and for the purposes as described above.

11.3 Contact

11.3.1 The applicant has rights in relation to the information insurer's hold about them, including the right to access your information. If the applicant wishes to exercise their rights or discuss how insurers use their information, please contact: ContactUs@freeboardmaritime.com



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12. Declaration and Signature

- 12.1 The applicant must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the applicant must:
- 12.1.1 Disclose to the Insurer every material circumstance, which the applicant knows or ought to know. Failing that, the applicant must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
 - 12.1.2 Make the disclosure in clause (a) above in a reasonably clear and accessible way; and
 - 12.1.3 Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
- 12.2 For the purposes of making a fair presentation of the risk to the Insurer, the applicant is expected to know the following:
- 12.2.1 If the applicant is an individual, what is known to the applicant and anybody who is responsible for arranging the insurance
 - 12.2.2 If the applicant is not an individual, what is known to anybody who is part of the applicant's senior management; or anybody who is responsible for arranging the insurance
 - 12.2.3 Whether the applicant is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the applicant. The information may be held within the applicant's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the applicant is insuring subsidiaries, affiliates or other parties, the Insurer expects that the applicant will have included them in its enquiries, and that the applicant will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
- 12.3 The applicant declares that the information and answers given in this form are true to the best of the applicant's knowledge and belief and that the applicant have not misstated, misrepresented or suppressed any material facts that might influence the assessment of the risk. At any time during the Period of Insurance, if conditions, exposures or circumstances materially increase to that declared herein, we understand the applicant is immediately required to advise Underwriters. The applicant also understands that completion of this form does not bind Insurers or mean we will accept the Insurance Contract but, if terms are agreed, it will form part of the Insurance Contract. By completing this proposal form the applicant confirms that any business conducted with Freeboard Maritime is in accordance with all relevant anti-money laundering, anti-financial crime and international economic or financial sanctions legislations.

Insurer's policy and procedures comply with all known legislation involving the collection, use, storage and disclosure of personal information. The applicant is entitled to access the information Insurers hold concerning the applicant and Insurers can supply a copy of the full policy and procedures on request. Insurers and our agents need to collect, use and disclose the applicants information in order to consider the application for insurance and provide the cover the applicant has selected, administer the policy and handle any claim. This may involve disclosing the applicant's information to third parties who assist in providing such services. If the applicant provides information concerning another person who the applicant represents, e.g. as their broker or agent, the applicant confirms that they have made them aware that their information is being disclosed to Insurers and that the applicant has their authority to do so. By supplying personal information to insurers, the applicant is confirming that the above has been understood and meets the applicant's approval.

Name:

Position:

Signature:

Date: