

THE SAMI FACILITY

INSURANCE FACILITY FOR MEMBERS OF THE SECURITY
ASSOCIATION FOR THE MARITIME INDUSTRY (SAMI)



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INTRODUCTION

There are a number of competing interests in the complicated and rapidly developing field of Maritime Security. New start-ups are looking for affordability while established operators are becoming increasingly interested in setting insurance standards that underpin the credibility of the Private Maritime Security Company (PMSC) industry. The International Maritime Organisation (IMO) is seeking levels of insurance that shipowners can depend upon and the P&I clubs are advising their members both on what they should agree contractually and the limits of cover they should seek.

Marsh, in support of SAMI and with the help of a number of stakeholders, has developed a new insurance facility for PMSCs that will provide comprehensive bespoke coverage. The facility will prove of real benefit to:

- ▶ PMSCs as it brings administrative simplicity enabling them to spend more time on security. It will provide keener pricing as all participating PMSCs get the benefits of bulk buying. In addition to this, gaps between covers are reduced as the 'adapted' policies that are currently being used by brokers are replaced by a broad policy which has been designed for the very purpose.
- ▶ Shipowners as a programme of insurance of which they can be confident, without having to carry out extensive due diligence.
- ▶ SAMI as it establishes a 'best practice' standard insurance that meets regulatory guidelines and the minimum requirements of other key stakeholders in the maritime security world including shipowners, the IMO and P&I Clubs.
- ▶ Underwriters as it brings a spread of risk and administrative ease. Due to familiarity with a standard contract the underwriters get the benefit of reduced administration and also a spread of risk, which is why they are offering preferred rates to SAMI members.

THE POLICY DESCRIPTION

Whilst all PMSCs are different, the core insurance package contains the insurances deemed necessary for all PMSCs, to minimum appropriate limits. This is partly based upon a consensus of views but is also based upon the IMO recommendations to shipowners set out in MSC.1/Circ 1405/Rev.1 of 16 September 2011 and 'Guardcon'.

The core product divides into 3 parts enabling Marsh to use different underwriters for each part based upon price competitiveness, the ability to provide local paper (licensing) and suitability.

In addition to the 'core product' there are a number of additional insurance covers which PMSCs should consider. Some of these will be mandatory; others will be discretionary and depend upon the additional responsibilities that a PMSC might decide to assume.

THE UNDERWRITING

In establishing appropriate levels of premium the underwriters will consider:

- The nature of the PMSC's operation, which is established through the attached proposal form (and partly through further enquiry)
- The limits of cover that the PMSC seeks
- The PMSCs perceived exposure
- The number of transits you, the PMSC will typically perform during the policy period
- Turnover - income and wage roll/contractor costs

THE CORE INSURANCE PACKAGE

Designed to meet the requirements of the IMO, the suggested minimum insurances recommended by the P&I Clubs and those sought by shipowners. Limits, sub-limits and a possible combined single limit to be decided on a client-by-client basis.

The core package comprises five insurances which we have categorised into three parts:

Part A	Part B	Part C
General or Public Liability (GL or PL)	Employer's Liability (EL)	Personal Accident (PA)
Professional indemnity (PI)		
Maritime Employer's Liability (MEL)		

PART A

1. GENERAL OR PUBLIC LIABILITY (GL OR PL) WITH A CONTRACTUAL EXTENSION (ONSHORE AND OFFSHORE).

This is primarily an insurance in respect of activities at sea but it may also include onshore activities ancillary to a Maritime security operation. Some PMSCs, involved in onshore security operations, should consider this insurance in the context of their onshore GL policy.

A. STANDARD GL

GL covers the PMSC in respect of the PMSC's negligence to third parties in respect of injury, death and damage to property. At first sight it might appear that only the shipowner and the pirates themselves might be affected by the acts of a PMSC or its ride-on crew but a number of other parties can sue. The most obvious of these is the cargo owner whose cargo could be lost or damaged through the acts of a negligent guard. Even though the shipowners themselves might have legal defences vis-a-vis the cargo owner, in the absence of a Himalaya clause the PMSC may not.

RISKS COVERED

- i. The PMSC's liability for the negligence of their employees/contractors which causes injury, death, loss or property damage to all parties except for their own employees and contractors.
- ii. The associated legal costs.
- iii. The defence costs of a Corporate Manslaughter charge (or equivalent), up to the point of being found guilty.

B. GL (CONTRACTUAL) for liabilities under the PMSC's Standard Trading Conditions (STCs)

In most cases an STC will be on 'knock for knock' terms, an agreement under which the parties accept responsibilities on commercial grounds rather than based upon fault. Under these terms a PMSC might find that they hold the shipowner harmless in respect of their own property losses (which are insurable under a property cover, mentioned at 1C of the non core package, later) or they may find that they are indemnifying the shipowner whose negligence causes injury or death to a member of their team (which is insurable as a Maritime Employer's Liability). There are circumstances

however when either the PMSC accepts liabilities that go beyond 'knock for knock' or, alternatively, the circumstances surrounding an incident fall outside the 'knock for knock' terms. Subject to the underwriter pre-approving the STC, the indemnities that the PMSC provides with respect to physical damage are insurable here.

RISKS COVERED

- i. The PMSC's liabilities, assumed under contract with the shipowner, that exceed 'knock for knock' terms.

LIMIT OF COVER: minimum of USD 5m per transit in respect of both the GL and the extension.

As the P&I Clubs are advising their members not to accept a limit of under USD 5m in this respect we have set this as the lowest limit. PMSCs are finding that, for commercial reasons or due to perceived levels of exposure, they are often obliged to buy to higher limits.

C. OTHER AVAILABLE EXTENSIONS (TO BE BOUGHT SEPERATELY)

- *Products Liability*
- *Property Damage*

2. PROFESSIONAL INDEMNITY (PI)

Professional indemnity cover insures the PMSC for the financial losses that they cause their principal through their negligent advice, planning, execution and design. This insurance is most likely to be used when a shipowner claims that, had the PMSCs advice and planning been adequate, the ship would not have been seized and they would not have had to pay out ransom or compensation. It does not cover a failure on the part of the PMSC to provide the agreed services, whether due to cutting corners or otherwise, nor does it insure any guarantee of success given by the PMSC. Where an appropriate plan is instituted but fails in the face of an overwhelming attack the policy would not respond.

RISKS COVERED

- i. The PMSCs liability to compensate the shipowner for their financial losses caused by the PMSCs negligent performance of their advisory services under the STC.
- ii. The associated costs, to an agreed sub-limit.

LIMIT OF COVER: Possibly USD5m any one accident or occurrence. In general, PMSCs will require cover to the limits of liability they agree in the STC.

PMSCs should consider buying this head of insurance to a combined single limit with the GL cover.

3. MARITIME EMPLOYER'S LIABILITY (MEL) - IN TRANSIT AND ONBOARD THE VESSEL

MEL insures the PMSCs in respect of their duty to care for their own employees and contractors in respect of their death or injuries they suffer whilst on board a vessel. Whilst the PA policy is the first line of defence the PMSC may, through their negligence, find themselves liable to their employee for sums that exceed the compensation levels insured under the PA policy. These sums fall under the MEL.

The MEL also covers employees and contractors whilst onshore overseas and in transit. (To the extent it's not insured under the EL)

RISKS COVERED

- i. Compensation for the death and injury to employees/contractors arising from the negligence of the PMSC.
- ii. Where, under a 'knock for knock' STC, a PMSC indemnifies the shipowner for damages payable to one of the PMSC's employees or contractors.
- iii. Excess costs of evacuation, treatment and repatriation that are not picked up in the PA.

LIMIT OF COVER: Minimum of USD 5m per occurrence.

We see USD 5m of cover as a minimum because most ride on teams are made up of four men - this limit anticipates USD 1m of compensation for each guard with a further USD 1m to cover the associated ancillary costs.



PART B

4. EMPLOYER'S LIABILITY (EL) - ONSHORE

Due to the frequent requirement that this insurance is written by a locally approved insurer, this will be written as a separate section of the facility.

This is identified as a necessary insurance by the IMO and is also a compulsory insurance under statute in some countries although in many this will be part of a government managed Workers' Compensation Scheme. PMSCs requirements may vary considerably depending upon:

- i. domicile of the company
- ii. nationality of the employee/contractor
- iii. jurisdiction of the contract of employment

As the onshore equivalent of MEL, it covers the PMSC for liability to its own employees and contractors through negligence in respect of death or injuries they suffered whilst acting in their employment. This insurance is principally intended to insure a company in respect of the domestic risks associated with the workplace.

RISKS COVERED

- i. Compensation for the death and injury to employees and contractors resulting from the PMSCs negligence.
- ii. Defence costs including Coroners and fatal accident enquiries.

LIMIT OF COVER: This will depend upon statute. In the UK the minimum limit is GBP5 million.

PART C

5. PERSONAL ACCIDENT (PA)

Personal accident insurance is identified by the IMO as a minimum requirement for a PMSC. PA policies pay out pre-agreed sums in respect of accidental death and permanent disability. The SAMI policy also extends to cover illness and the associated costs of medical evacuation, treatment and repatriation. This insurance covers employees and contractors alike, on a 24 hour basis, on and off duty, overseas.

RISKS COVERED

- i. Compensation for the employee or contractor to pre-agreed levels in respect of illness, accidental death, dismemberment and permanent disablement.
- ii. The costs of medical evacuation, treatment and repatriation of the employee or contractor.
- iii. Lost belongings.

Life insurance, in respect of death through illness, should be bought separately.

Lump sum benefits payable regarding Accidental Death, Permanent Total Dismemberment or Dismemberment will be on a pre-agreed basis.

Limits in regards medical expenses, evacuation and repatriation will be on a pre-agreed basis.

All pre-existing medical conditions are automatically excluded under the Policy wording.

THE NON-CORE PACKAGE

The Non-Core Package is made up of insurances that the PMSC should definitely consider although these are neither mandated by the IMO or currently demanded by shipowners.

1. KIDNAP AND RANSOM (K&R)

Due to confidentiality requirements this will be transacted as a separate policy.

A. K&R (when not acting as ride on crew).

In general this is insurance to compensate the PMSC in respect of ransom payments that they are obliged to pay to obtain the release of employees (and named others) that were seized at any time other than whilst engaged as part of a ride on crew. In most cases this will be the K&R risk when the guards are stationed overseas between employments.

RISKS COVERED

- i. ransom paid to recover employees (and contractors) seized when not engaged in a transit.
- ii. K&R paid on crew seized from an escort vessel.
- iii. The costs of treatment and compensation to victims.

B. K&R (when acting as ride on crew)

Underwriters expect the STC to provide that the ride-on team would be the responsibility of the shipowner as regards ransom although it is known that this is not always possible. In some cases some owners' K&R underwriters are not prepared to name guards onto the owner's policy and others apply exclusions in respect of death or dismemberment to a guard.

RISKS COVERED

- i. ransom paid to recover ride on crews and the associated costs.
- ii. The costs of treatment and compensation to victims.

LIMIT OF COVER: This depends upon the expected size of a ransom demand for a team. We suggest USD 5m per occurrence.

2. HULL AND MACHINERY (H&M) AND PROTECTION AND INDEMNITY (P&I)

For PMSCs with vessels.

Hull insurance covers damage to and loss of the PMSCs own watercraft. P&I insures their third party risk exposures as the 'operator' of the vessel. Third party risks naturally differ depending upon whether the PMSC is the owner or the charterer of a vessel.

RISKS COVERED

- i. H&M (Marine and War risks) - Insurance against the loss of or damage to the vessel.
- ii. OWNER'S P&I - Insurance in respect of the liabilities that a PMSC may accrue as a result of owning a vessel. These include pollution, collision, damage to third party property, wreck removal and liabilities to crew and third parties.
- iii. CHARTERER'S LIABILITY - Insurance in respect of the liabilities that a PMSC may accrue as a result of chartering a vessel operated by others. These include damage to the vessel's hull.

H&M LIMIT OF COVER: This depends upon the value of the vessel.

SHIPOWNER'S P&I SUGGESTED MINIMUM LIMIT: USD 5m (unless the vessel's GT will expose the owner to larger LLMC liabilities) for owners.

CHARTERER'S P&I SUGGESTED MINIMUM LIMIT USD 5m, with a DTH limit equivalent to the vessel's value.

3. OTHER INSURANCES TO CONSIDER

- A. Aviation Hull and Liability - for PMSCs with helicopters.
- B. Directors and Officers (D&O) - to protect company directors against their personal liability for actions that they take in the name of the PMSC.
- C. PMSCs Property - loss or damage (other than vessels and helicopters).
- D. Health, life insurances.

FREQUENTLY ASKED QUESTIONS (FAQS)

GENERAL

Q1. What criteria have Marsh applied in deciding what they see as the core insurance package?

A: The core package is designed to provide seamless cover to the PMSC across the standard common exposures that they face in their business in respect of the injury or death of people or damage to others' property. The insurances that we classify as 'non-core' are those that have to stand alone, such as K&R, or those that are specific to some companies, such as the Hull and P&I insurance required by those companies that operate their own vessels.

Q2. Does the core insurance meet all necessary regulatory guidelines, including IMO circular 1405. Rev 1 of 16 September 2011?

A: COMPLIANCE WITH THE IMO GUIDELINE

- Public Liability - This is insured in Part A, section 1.
- Employer's liability - Statutory cover for employees appears in Part B although we believe that the MEL insurance in Part A, section 3 is more relevant to the needs of the PMSC.
- Personal Accident - This is insured in Part C.
- Medical, hospitalisation and repatriation - This falls within the PA

insurance in Part C (or MEL if applicable).

- Liability for accident, injury and damage caused through the proper or improper use of firearms at sea - The civil liability is covered in Part A.

COMPLIANCE WITH EMPLOYERS' LIABILITY COMPULSORY INSURANCE REQUIREMENTS

- In some jurisdictions EL is a compulsory insurance where a company employs a certain number of employees. Such legislation also mandates a minimum limit of cover. In the UK, for example, it is compulsory to obtain a minimum of GB£ 5m of EL protection. Cover for UK employees (if the PMSC has none elsewhere) is in Part B.
- Cover for all employees outside their home territory (which may also be statutory), and is not covered by office-based EL, is covered in Part A, section 3.
- The risk passes from the EL to the MEL when the security guard leaves their home domicile. (For office staff the overseas risk remains within the EL.)

COMPLIANCE WITH THE ADVICE SHIPOWNERS ARE BEING GIVEN BY CLUBS

- We understand that P&I Clubs are advising their members to seek USD5m limit of cover, as a minimum, from their PMSC which should include insurance for the liabilities that they assume under the 'knock for knock' (or other) provisions in their STC.

Q3. Can other brokers access this facility or can we access it directly?

A: No. This facility is only accessible through Marsh.

Q4. Can I opt out of some of the insurances in the core product?

A: The core insurance is intended to be a product bought to provide blanket protection with regard to the various risks that form part of the maritime security enterprise. Where you have insured these risks under another corporate policy, appropriate exemptions can be made but this may lead to gaps in cover where the underwriters cannot agree terms that will dovetail.

Q5. Is Guardcon an approved contract under the SAMI facility?

A: Yes, Guardcon is a contract approved by underwriters with cover available to the limits prescribed in the Guardcon insurance clauses.

GENERAL LIABILITY

Q6. What risks are being insured in the GL?

A: GL is insurance in respect of your liabilities to third parties. A significant risk would be the PMSCs liability to owners of the cargo on board the vessel that they are guarding, but this risk can be reduced through the insertion of a Himalaya clause in the STC. Also insured in this section is the PMSC's direct liability in negligence to individuals on board the ship they are escorting (if not within the shipowner's knock for knock indemnity) or another vessel, injury to fishermen, damage to other vessels in the area and oil pollution (for which they are legally liable).

Under the Contractual GL, and subject to the STC being preagreed with the underwriter, the PMSC will also be insured in respect of the liabilities that they assume under this contract and, in particular those for which they cannot look to the shipowner for contribution.

EMPLOYEES AND CONTRACTORS

Q7. Under the facility are employees and contractors treated differently?

A: They are treated the same. Both employees and contractors can receive the same Personal Accident benefit which covers injury, death, treatment, hospitalisation and repatriation. Where the PMSC is at fault the contractor or employee might establish an independent claim for compensation against them. Under this facility the PMSC is insured under the EL and the MEL provisions for their liabilities to both employees and to contractors.

Q8. Don't PA and MEL really cover the same thing?

A: Whilst both compensate in respect of personal injury and death they are very different. PA is an employment benefit which compensates the policy holder, in this case the guard, in respect of permanent disability or death regardless of fault. It also pays for treatment, hospitalisation and repatriation for all injuries and illnesses. Compensation is paid to pre-determined levels depending upon the severity of the disability.

MEL (or EL) insures the PMSC to the amount awarded against them in respect of their liabilities to the guard which they caused through their negligence. This insured liability also includes payments in respect of pain, suffering, and lost earnings and the costs of the PMSC's legal defence.

Q9. Why are MEL and EL treated differently in this policy?

A: Due to regulatory requirements EL often has to be provided by a licensed local provider. Underwriters do not face the same limitations in providing MEL.

Q10. What insurance do I have if an employee or contractor, acting outside our STC, causes injury or damage?

A: In as far as the PMSC is found vicariously liable, the GL, MEL and the EL would insure them.

Q11. Am I correct in thinking that Corporate Manslaughter is a criminal offence and that criminal acts and penalties are uninsurable?

A: This is correct but this facility indemnifies the PMSC for the costs of a legal defense against prosecution, up until the point where the PMSC is found guilty.

PROFESSIONAL INDEMNITY INSURANCE

Q12. Why would I need professional indemnity insurance?

A: The PMSC regularly provides professional advice to the master and crew about how to harden the vessel or how to react in an attack situation. In as far as the advice that is given, or the planning and training that is carried out, is found to be negligent, this policy responds for both the award for the shipowners financial loss and the associated legal costs.

KIDNAP AND RANSOM

Q13. Why would I need to buy K&R? Isn't this an insurance bought by the shipowner?

A: Although a shipowner could add the PMSC team to their K&R policy (if they had one) in most cases the policy would only respond if the ransom was demanded from the owner (as the policy holder). As demands could equally be made against the PMSC we feel that it is prudent for them to buy this insurance themselves.

Q14. Why isn't K&R part of the core package?

A: Due to the highly confidential nature of this insurance it is more appropriate to provide a separate policy document for this risk, even where it is provided by the same insurer.

DEDUCTIBLES AND LIMITS

Q15. Which deductibles and limits will apply to my policy?

A: These will differ from PMSC to PMSC and the commercial pressures that apply. In a number of cases we expect there to be a combined single limit (CSL) of USD 5m for GL and PI, other than where sub limits apply.

UK law mandates a minimum EL limit of GB£5m.

OTHER CONCERNS

Q16. Will this policy insure the PMSC in respect of loss, damage or injury caused through the accidental discharge of a weapon?

A: Yes, in so far as the PMSC is found liable.

Q17. Will this policy insure the PMSC where their employee or contractor acts irrationally causing loss damage or injury?

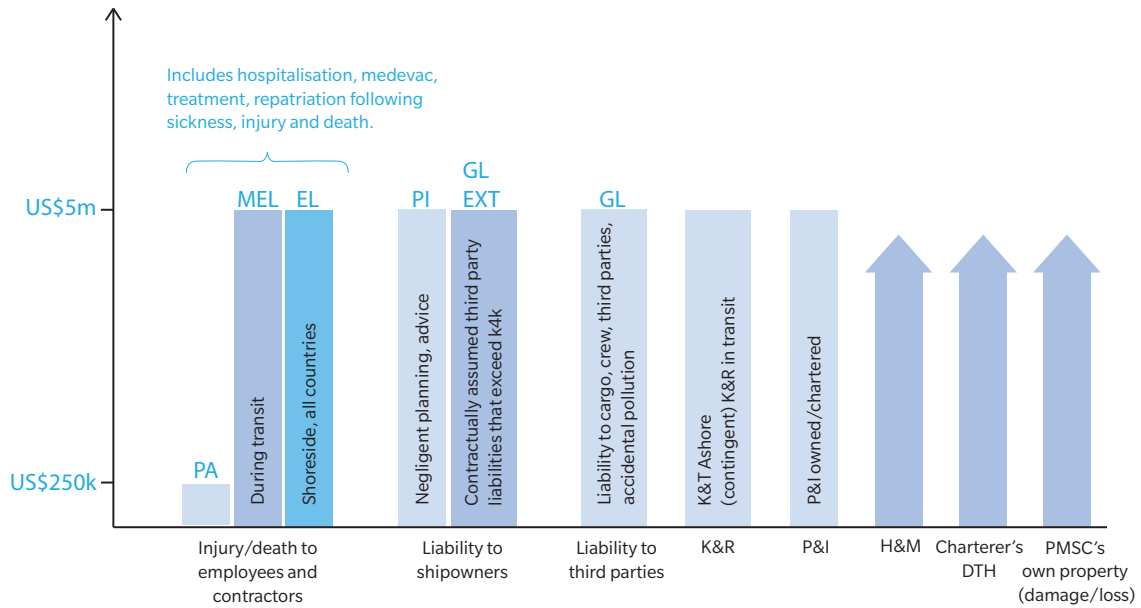
A: Yes, in so far as the PMSC is found liable.

Q18. Is there cover for 'deliberate acts'?

A: The GL section will cover the PMSCs liability for 'deliberate acts' with unintended consequences, for example, where the decision to shoot is deliberate but an innocent victim dies through a mistake of identity or where a guard incurs a liability even though they shot in self defence.



RISKS AND TOWERS OF COVER



This chart provides a quick check on the principal areas of risk facing a PMSC and identifies the sections of the policy that would respond. With the exception of PA (with a suggested Capital Benefit of USD 250,000) and Hull and Charterer's DTH (where limits relate to property values) we have assumed that the PMSC will buy to a minimum limit of USD 5 million as recommended by the International Group of P&I Clubs to their members. In many cases PMSCs will buy to higher limits.

In a number of cases we would expect the PMSC to buy General Liability, Professional Indemnity and MEL cover to a combined single limit.

PRIVATE MARITIME SECURITY COMPANIES INSURANCE QUESTIONNAIRE AND APPLICATION FOR QUOTATIONS

Please supply the following information by carefully completing this questionnaire, in as far as is practical, for an initial indication of insurance costing from underwriters. If a question is not applicable to the operations of the Applicant, please state so by 'N/A' and if more space is required to fully answer a question please attach a separate sheet identifying the question to which it responds. More detailed information may be required prior to obtaining a formal quotation.

We would respectfully remind you of your duty to disclose all information, facts or circumstances which are, or ought to be, known to you and which are material to the risk. If you have any doubt whether information is material, you should disclose it to Marsh, as failure to do so might lead to your policy being avoided by insurers.

1. Company Name/Name of Insured

2. Main Address

3. Main Telephone No.

4. Year Established

<input type="text"/>	<input type="text"/>
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5. Email Address

6. Website Address

<input type="text"/>	<input type="text"/>
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7. Other Addresses/Locations

8. Is the Company

i) a signatory of ICOC articles?

Yes/No

ii) ISO 9001 : 2008 certified?

Yes/No

9. Please advise the Company's level of SAMI accreditation

10. Is the Company a member of any other Trade or Professional Associations for Security Companies? (i.e. IAMSP) If yes, please advise details.

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11. Please provide a full description of your company's activities including procedures for embarkation/disembarkation of people and of weapons onboard a vessel.

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12. Do you provide advice and/or training to shipowners in isolation from physical security work? If so, please estimate annual revenue derived from these activities:

--

13. Please advise the percentage of security work where personnel will be:

Armed:		%
Unarmed:		%

14. Please provide details of the background/experience of Senior Management/Executive Officers

--

15. Please provide examples of CVs of employees/contractors

--

16. Please provide details of the Company's significant customers to date and details of any existing or long term contracts.

--

17. Does the Company operate as a subcontractor or subcontract its own work to third parties?

Yes/No

If so, does the Company contract on a back-to-back basis and insist upon minimum insurance requirements equivalent to its own insurances?

Yes/No

18. Please provide details of any associated or subsidiary companies for which cover is required

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19. Do you have Standard Terms and Conditions of engagement (STCs)?

Yes/No

If yes, please attach a copy (or reference Guardcon or MarSec).

20. Do you always make your customers aware of such STCs prior to any transaction?

Yes/No

21. Do you have Rules of Engagement/Standard Operating Procedures?

Yes/No

If yes, please attach a copy/copies.

22. Do you waive any rights of recourse for claims against any of your suppliers?	Yes/No
23. Do you guarantee or make reference to 'safe passage/prevention of vessel seizure' in any marketing material on your website?	Yes/No

24. Total number of Employees and of Contractors

25. Nationalities of Employees and of Contractors

26. Do you undertake pre-employment screening?	Yes/No
Polygraph	Yes/No
Criminal background	Yes/No
Drug screen	Yes/No
Fingerprint check	Yes/No
Driving record	Yes/No
Personal reference	Yes/No
Psychological test	Yes/No
Prior employment contacted	Yes/No
Other (if yes, please provide details)	Yes/No

27. Do you seek personal accident cover for your teams through periods of 'downtime'?	Yes/No
Please detail anticipated number of days of 'downtime' cover sought and the location(s) where this will occur:	

28. Types and number of vessels (with details of average speeds and freeboards) that you might expect to guard during the policy period

29. Estimated annual activity	
Estimated total number of vessel transits per annum:	
Estimated total number of transit days per annum (based on average vessel transit duration):	

30. What is the average/maximum size of Company's teams per transit?	
Average size of team per transit	
Minimum size of team per transit	

31. What is the average/maximum duration of each transit?	
Average duration	
Maximum duration	

32. Maximum number of employees and/or contractors exposed offshore on transits at any one time

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33. Are the guards employed contracted by the company? If the guards are contracted by the company then please provide a copy of your contract with the contractor

--

34. What is the experience and military service of the company's employees/contracted team members?

--

35. Please list the types of firearm used during a typical transit and the amount of ammunition

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36. Do you have an induction training programme for new guards?

Yes/No

If yes, please describe including reference to where and how often employees receive weapons familiarization and training. Is it periodically reviewed?

--

37. Details of any other insurances currently existing for Personal Accident, Employers Liability, Workers Compensation etc.

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38. Are your premises occupied solely by the Company?

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39. Do you own or operate any watercraft? If yes, please advise full details, including details of vessel's Gross Tonnage (GT)

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40. Do you charter/hire any watercraft (which others operate)? If yes, please advise full details

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41. ANNUAL TURNOVER

Currency	Last Financial Year (Actual)	Estimate for Current Financial Year (Estimate)	Estimate for Next Financial Year (Projected)

42. GROSS PAYROLL

Currency	Last Financial Year (Actual)	Estimate for Current Financial Year (Estimate)	Estimate for Next Financial Year (Projected)

43. Limit of liability required?	
General/Public Liability	USD
Personal Accident Capital Benefit	USD
Maritime Employer's Liability	USD
Employer's Liability	USD/GBP
Professional Indemnity	USD
Kidnap and Ransom	USD
Hull and Machinery	USD
Protection and Indemnity	USD
Other	USD

44. Have you ever been declined insurance, or had any special terms imposed?	Yes/No
If yes, please provide full details	

45. Provide details of the trade licences that you hold/are seeking

CLAIMS HISTORY

It is fundamental to the assessment of your insurance that a five year claims history is declared. This should include any circumstances or notifications which may not have led to any payments being made. In addition details of any settlements reached within the last five years for claims prior to five years should be included:

Date(s)	Circumstances	Amount Claimed	Amount Paid

ADDITIONAL INFORMATION

Please supply any additional information you consider relevant to initial risk assessment. It would assist if you would provide copies of any Company brochures, Annual Reports or any other literature describing the aforementioned operations. Please advise internet address if applicable.

DISCLOSURE OF MATERIAL FACTS

Every proposer or insured, when seeking new insurance or amending or renewing an existing policy must disclose any information which might influence the insurer in deciding whether or not to accept the risk, what the terms of the policy should be or what premium to charge. If you fail to disclose all material facts, this may render the insurance voidable from inception (the start of the contract) and enable the insurer to repudiate liability (entitle the insurer not to pay your claims). If you are not sure whether a fact is material, you should disclose it.

By ticking here, We declare that all statements and particulars are true, full enquiry having been made, and we have not omitted, suppressed or mis-stated any material facts which may be relevant to the Insurer's consideration of this insurance proposal and undertake to inform the Insurer of any change to any material fact that occurs prior to the point at which the insurance contract has been concluded and throughout the duration of the contact of insurance. We understand that the information we provide will be used by the Insurer in determining acceptance of the application together with the premium charged for the risk and the terms of any policy provided.

We will process your data in accordance with relevant data protection legislation. Your data will be passed to insurers so that they can assess and provide you with a quote (or cover) if applicable. We may exchange information with members of Marsh & McLennan Companies, Inc. to provide you with services and to process information on your behalf (in jurisdictions inside and outside the European Economic Area where there may be less stringent data protection laws). Wherever it is processed, your information will be protected by a strict code of secrecy and security which all members of Marsh Ltd, their staff and any third parties are subject to and will only be used in accordance with our instructions. To help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Marsh & McLennan Companies, Inc. means Marsh & McLennan Companies, Inc., its subsidiaries, associated and affiliated companies.

It is very important to read and understand the contract you will be entering into when purchasing insurance.

Completion of this proposal form/questionnaire does not imply that insurance cover will be offered by insurers.

Applicants Name <i>(please print name)</i>	
Applicant's Signature	
Dated	
Position Held	

For further information or a discussion about how our approach could benefit your business, please contact your usual marsh representative or:

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