

Important Notices Please Read

Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both You and the Insurers 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 the Insurers.

Your Duty of Disclosure

Before entering into a contract of insurance, You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew, vary, extend or reinstate Your Policy. The same duty applies to any person making statements or providing information on Your behalf.

Information is material if it may influence a prudent Insurer in deciding whether or not to accept cover, renew or alter the Policy, the terms and conditions to operate, including the Premium payable.

Examples of information You may need to disclose include but are not limited to:

- anything that increases the risk of an insurance claim;
- subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past five years.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Allianz Australia Insurance Limited.

Non-disclosure

If You fail to comply with Your Duty of Disclosure, it may result in:

- the Policy being void;
- the Policy being cancelled; or
- the amount We pay if You make a claim being reduced.

Privacy Act – Information

Pursuant to the Privacy Act 1993 the following information is provided for Your benefit:

- the proposal collects personal information about You;
- the information is collected to evaluate the insurance being sought;
- the intended recipient of the information is Allianz Australia Insurance Limited;
- the information is being collected and held by Allianz Australia Insurance Limited at our registered office at Level 11, Tower 1, 205 Queen Street, Auckland, NZ 1010;
- the collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the insurance sought and is mandatory;
- the failure to provide this information may result in the application for insurance being declined, or the insurance being void from the beginning;
- You have rights of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

Insurer Financial Strength Rating

Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale* in summary form is:

AAA	Extremely Strong	B	Weak
AA	Very Strong	CCC	Very Weak
A	Strong	CC	Extremely Weak
BBB	Good	R	Regulatory Action
BB	Marginal		

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

*A full description of the rating scale is available at www.allianz.co.nz/insurer-rating.

An overseas policyholder preference applies. Under Australian law, if Allianz Australia Insurance Limited is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Allianz Australia Insurance Limited's Australian assets to satisfy New Zealand liabilities.

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.

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.

Summary of the covers available

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the policy to properly understand the cover provided.

We offer 2 types of cover to commercial hull operators. These are:

1. Commercial Vessel wording

Designed for:

- Parties using their commercial vessel for both commercial and private use;
- Commercial Hull Operations utilising non-specialised standard production craft e.g. cruisers, runabouts, yachts.

2. Commercial Hull wording

Designed for use with a variety of Institute Clauses and which can therefore cater for a variety of commercial hull operations and vessel types including (but not limited to) cargo vessels, tugs, barges, work boats, tourist or passenger craft. It would normally, but not exclusively, be used for larger/more complex operations.

In both cases, the policy provides cover options for:

- **Loss or Damage to Hull, Machinery and Equipment** caused by any of the events listed in the Policy on either an Agreed Value or Market Value basis.
- **Liability cover** for amounts You are Legally Liable to pay as compensation for Accidental death or bodily injury to any person other than You or Your Crew including paying passengers and/or Accidental loss or Damage to other people's property arising out of the use of an insured vessel. It also covers You for certain legal costs and expenses.

You are not automatically insured under each section. You are only covered for the sections that are specified as applicable in the Schedule.

You should discuss cover options with Your insurance adviser to ensure that You select the right type of cover for Your operation.

Fair Insurance Code

Allianz Australia Insurance Limited supports the principles of the Fair Insurance Code. The purpose of this Code is to increase the standards of practice and service within the insurance industry.

To the extent the Code applies to this product, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website (www.icnz.org.nz).

IMPORTANT: Please retain this section and complete the following application form in black or blue pen.

If there is insufficient space, attach additional information on a separate sheet of paper.

IMPORTANT: Please complete the following application form in black or blue pen.

For fleets, please provide requested details below for each vessel in the fleet. If additional space is required, in particular, for fleets, please use additional sheets.

General Information

Intermediary Name _____

Contact _____ Email _____

Telephone No. () _____ Fax No. () _____

Proposer's name (include Subsidiary Companies) _____

Cover requested from ____ / ____ / ____ to ____ / ____ / ____ at 4.00pm

Details of any interested parties or coinsured parties:

Name _____

Address _____ Postcode _____

Contact No _____

Nature of interest _____

Your Business Operation

Details of your commercial hull operation including uses of the vessels to be insured e.g. charter, construction operations, dive boat, passenger vessel etc.

Are all the vessels New Zealand owned, managed and flagged? Yes No

If No, please provide details _____

Do you own the vessel/fleet? Yes No

If No, please provide details of owner _____

Normal and maximum navigational limits for the vessels to be insured (For fleets, provide details for each vessel – use additional pages if required)

Home port/storage location and postcode _____

(For fleets, provide details of each location and specify which vessels are situated at each location)

Details of normal storage arrangements for the vessels when not in use

The Hull/Fleet

Vessel Name	Year Built	Dimensions (length, GRT, etc)	Details (e.g. manufacturer/type of vessel)	Classification Society (where applicable)	Construction Type* (e.g. steel, timber)
1.					
2.					
3.					
4.					
5.					
6.					

* Specify if vessel is a multi hull or a custom/prototype design.

Is any vessel capable of a speed exceeding 50 knots? Yes No

If Yes, please specify _____

Insured Value

Vessel Name	Vessel Hull and Machinery	Increased Value (available only with Commercial Hull wording)	Total
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$

Unless otherwise stated, the Insured Value is expressed in New Zealand currency.

Expiring Deductible

Vessel Name	Excess or Deductible	Additional Machinery Deductible (where applicable)
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$

Cover requested Commercial Hull Insurance Commercial Vessel Insurance

Protection & Indemnity Liability

Is vessel entered in a P&I Club? Yes No

If Yes, please provide name _____

Do you require Third Party Liability cover? Yes No

Including:

Passenger liability Yes No

If Yes, please specify maximum number of passengers (for fleets this should be supplied for each vessel) _____

Food and drink Yes No

Pollution Liability (Note: policy sublimits apply) Yes No

Limit required: \$10,000,000 \$20,000,000 Other \$ _____

Other Cover Options

Commercial Vessel Insurance

Sports/fishing equipment? Yes No

If Yes, please specify sum insured required \$ _____

Loss of Hire Yes No

If Yes, please specify _____

Indemnity period required _____ days

Daily indemnity \$ _____

Excess period _____ days

Maximum indemnity _____ days

Commercial Hull insurance

Increased Value Yes No

If Yes, please specify values above _____

Additional Perils Yes No

Loss of hire cover Yes No

If Yes, please provide details _____

Indemnity period required _____ days

Daily indemnity \$ _____

Excess period _____ days

Maximum indemnity _____ days

(For fleets, specify these cover options for each vessel)

Master & Crew

Do you employ your own Master (or skipper) and Crew? Yes No

If No, please provide details _____

Experience level and licencing details (where applicable)

Officers	Crew
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Your Record and Experience

Is the vessel/fleet currently insured? Yes No Expiry Date ____ / ____ / ____

Name of current insurer _____

Have you or any other party with an interest in this insurance ever been convicted of any criminal offence? Yes No

If yes, please provide details _____

Have you ever been declared bankrupt or insolvent? Yes No

Has any insurer in respect of any vessel owned or part owned or managed by you ever? Yes No

Declined cover Yes No

Cancelled cover Yes No

If yes to either of the above, please provide details _____

Please provide details and cost of any accident(s) to any hull and/or claims for liability arising from the use of a vessel under your management or ownership during the past 5 years

Date	Details	Amount
/ /		\$
/ /		\$
/ /		\$
/ /		\$
/ /		\$
/ /		\$
/ /		\$

Principal Exclusions

Full details of the policy exclusions are listed in the policy document and the Institute Clauses (where applicable), set out below are principal exclusions only:

- any hull not listed on the schedule;
- any hull operating outside the geographical area of operation specified in the schedule;
- loss or damage caused by the hull being unseaworthy or lack of maintenance;
- death or bodily injury to you or your crew;
- bodily injury to, or the illness or death of, a person who is covered or should have been covered by any compulsory compensation insurance, including any compulsory third party insurance and workers compensation insurance.

Declaration

I /We acknowledge and declare that:

- I /we have received or have been offered a copy of the Policy Document together with the applicable Institute Clauses;
- I /we have read the information concerning the Duty of Disclosure and other Important Notices;
- 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;
- 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;
- I /we understand that any statement made in this application will be treated as a statement made by all the people to be insured;
- upon acceptance of this proposal the terms and conditions of this insurance will be in accordance with the Policy Document;
- that I /we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information;
- an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified;
- 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 first Proposer _____

Signed second Proposer _____

Date ____ / ____ / ____

Date ____ / ____ / ____