

## Important Notices

Please read this section before completing this Proposal.

### 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.

### Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both the Insured and the Insurer to act towards each other in utmost good faith.

Failure to do so on the part of the Insured may prejudice any claim made under the policy or the continuation of insurance cover by the Insurer.

### Privacy

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 1010 as well as AM&T Level 12, 80 Mount Street, North Sydney, NSW 2060;
- 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.

### Fair Insurance Code

Allianz supports the principles of the Fair Insurance Code. The purpose of the Code is to increase the standards of practice and service within the 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](http://www.icnz.org.nz)).

### 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](http://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.

### Policy Information

Your Allianz NZ Insurance Limited Ship Repairers' Liability Insurance Policy provides protection for all amounts which You become legally liable to pay as compensation for Personal Injury and/or Property Damage which occurs in connection with Your Ship Repair Business.

Some of the risks We do not cover are:

- provisions of professional advice, surveys or inspections of Watercraft;
- infidelity or dishonesty of employees;
- You, Your managers or employees being with Your or Yours managers' knowledge under the influence of alcohol and/or drugs;
- pollution unless otherwise agreed;
- fines or penalties imposed by law.

**IMPORTANT:** The above is only a summary of the cover provided under the Policy. Full details of the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request.

Please retain this section and complete the attached application form in black or blue pen.

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

## General Information

Intermediary name \_\_\_\_\_

Contact \_\_\_\_\_ Email \_\_\_\_\_

Telephone no. ( ) \_\_\_\_\_ Fax no. ( ) \_\_\_\_\_

Proposer's name (include Subsidiary Companies) \_\_\_\_\_

Are you registered for GST purposes?  Yes  No

GST number \_\_\_\_\_

Structure of company (please indicate):

Individual  Corporation  Partnership  Joint Venture  Other (please advise) \_\_\_\_\_

How long have you been in business under the present management? \_\_\_\_\_

Number of years in ship repair business? \_\_\_\_\_

Address of yard \_\_\_\_\_

Postcode \_\_\_\_\_

Other locations where you operate \_\_\_\_\_

Number of employees: Full time \_\_\_\_\_ Part time \_\_\_\_\_

## Policy Period, Limit of Liability and Excess

Cover requested from \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at 4.00pm

Limit of liability \$ \_\_\_\_\_

Expiring excess \$ \_\_\_\_\_

Note: Quote provided will not be below expiring excess

## Business Information

(If insufficient space, please provide separate details)

Please advise your annual gross earnings for this year, and the estimated earnings for next year.

Gross earnings this year \$ \_\_\_\_\_

Estimated gross earnings next year \$ \_\_\_\_\_

Please provide details of your ship repair facilities \_\_\_\_\_

Please indicate the principal type of repairs that you perform

Category 1 – painting; detailing; antifouling; marine trimming; interior cabinet work /joinery; servicing restricted to changing oil, spark plugs and tuning of motors

Category 2 – shipwright; hull repairs; marine electrical repairs; marine mechanical repairs; sails masts, spars and rigging repairs

Category 3 – marine fitter and turner; marine engineering; boilermaker

Please advise the types of vessels on which you work, together with a split as a percentage of earnings

Other Work – Do you perform any work on vessels that is not ship repair?  Yes  No

If "Yes", please describe the nature of such work for example, general engineering, assembly etc, and advise what percentage of your annual ship repairing earnings

Nature of Work	%

Please advise how much work you sub-contract out, as a percentage of revenue \_\_\_\_\_ %

What type of work do you sub-contract out? \_\_\_\_\_  
\_\_\_\_\_

Do you have a sub-contractor vetting programme or Approved Contractor Scheme?  Yes  No

What percentage of your annual ship repair earnings are from work sub-contracted in? \_\_\_\_\_ %

Within how many kilometres of the yard are the following operations performed?

- a) Vessel movements in connection with repair operations \_\_\_\_\_ kilometres  
b) Vessel test /trials \_\_\_\_\_ kilometres

Please advise the extent of any contractual liability arising from vessel movements, test or trials \_\_\_\_\_  
\_\_\_\_\_

How close is the nearest Public Fire Department Station? \_\_\_\_\_ kilometres

Please provide full details of your own private fire fighting resources \_\_\_\_\_  
\_\_\_\_\_

What is the maximum number of vessels in your yard at any one time? \_\_\_\_\_

Please provide details of any repairs carried out away from the yard \_\_\_\_\_  
\_\_\_\_\_

What percentage of annual ship repair earnings does this represent? \_\_\_\_\_ %

Is the yard fenced?  Yes  No

Please describe security measures, including watchmen \_\_\_\_\_  
\_\_\_\_\_

Please provide details of:

a) Hot Work Safety Procedures \_\_\_\_\_  
\_\_\_\_\_

b) Yard Safety Management Programme \_\_\_\_\_  
\_\_\_\_\_

Please provide copies of:

- a) your standard terms and conditions terms, including applicable limitations of liability.  
b) any contract that extends your contractual liability beyond the terms of your standard terms and conditions.

Please provide details of any hold harmless or indemnity that you have given to another party under any agreement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Policy Options

Please indicate the optional benefits required:

- 1. Detention
- 2. Hot Work
- 3. Other Work
- 4. Pollution Liability
- 5. Subcontractors
- 6. Towing Liability
- 7. Travelling Workmen

## Summary of Options

IMPORTANT: The summaries below are subject to the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request.

### 1. Detention

Cover for amounts You become legally liable to pay as Compensation for detention of any Watercraft resulting from a claim which is recoverable under the Policy, but excluding legal liability for detention assumed under contract or otherwise that extends the liability imposed upon You by law in the absence of such contract.

### 2. Hot Work

Cover for Hot Work conducted on any Watercraft previously utilised to carry explosives, oil or other flammable liquids or gases or arising in connection with Hot Work on or near any fuel tank, fuel or pipe line, bunker space, machinery compartment or engine room.

### 3. Other Work

Cover for other repair operations which do not normally come within the scope of your ship repair activities. The cover is extended to include Loss of or damage to property which is in your care, custody or control for the purpose of being worked on including whilst in transit to or from your premises or whilst in transit to or from specialist repairers' or manufacturers' premises.

### 4. Pollution Liability

Cover for Personal Injury or Property Damage incurred to third parties up to a limit of \$1,000,000 each and every loss or series of losses caused by sudden and accidental pollution provided it became known to you within 72 hours after it commenced and subject to you reporting to Us within 72 hours thereafter.

### 5. Subcontractors

Cover for named Subcontractors and to waive any rights of subrogation against them in the event that they are the party found to be responsible for the Occurrence giving rise to the claim.

### 6. Towing Liability

Cover for Your legal liability under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port.

### 7. Travelling Workmen

Cover for amounts which you become legally liable to pay as compensation when you or your employees are on board a vessel at sea or in any port for the purpose of carrying out your ship repair activity notwithstanding that you or your employees may be signed on as members of the vessel's crew.

## Claim Details

Have any claims been made against you or any incidents occurred which may lead to a claim being made against you within the past 5 years?  Yes  No

If Yes, please complete the following:

Date	Claim Details	Excess	Amount Incurred		
			Paid	Excess	Total

Are there any actions pending or outstanding?  Yes  No

If yes, please provide details \_\_\_\_\_

Please advise name of current insurer \_\_\_\_\_

## Declaration

This declaration concerns the insurance being applied for. I/We acknowledge and declare that:

- I/we have received or have been offered a copy of the Policy Document;
- 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 complied with the Duty of Disclosure and Duty of Utmost Good Faith.

Signed first Proposer \_\_\_\_\_

Signed second Proposer \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_