

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 or alter Your Policy. 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.

This Proposal contains a number of questions all of which must be answered. When you answer these questions, you must give us honest and complete answers. 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.

The same duty applies to any person making statements or providing information on Your behalf. If You fail to comply with Your Duty of Disclosure, it may result in the Policy being void from the beginning.

Underinsurance

We require you to insure the maximum potential risk. If you do not, you are underinsured and we may pay you less in the event of a claim calculated in accordance with either the Policy Document or the Marine Insurance Act 1908 (where applicable) which takes into account the degree of underinsurance.

Duty of Utmost Good Faith

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

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;

- 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.

A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website (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.

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

Please note that this is a limited summary only and not a full description of the cover. The cover is subject to terms, conditions, exclusions and limitations and any Endorsements applying to the Policy that are not listed in the summary. You need to read the Policy in full to properly understand the cover provided.

This Policy covers You for amounts that You are legally liable to pay as Compensation for certain third party Personal Injury and/or Property Damage which occurs in connection with Your Marina Business (as defined).

Additional benefits are also provided for:

- Salvage/removal of wreck; and
- Incidental Watercraft Repair Work.

A number of Optional benefits are also available for an additional Premium.

The available Optional benefits are:

1. Pollution liability;
2. Chandlery/Incidental Marine Sales;
3. Catering;
4. P & I Endorsement;
5. Inspections and Valuations – Errors and Omissions;
6. Piers and Pontoons – Material Damage (including floating quays, jetties and docks); and
7. Loss of Earnings on Piers and Pontoons (only available if Optional Benefit 6 – Piers and Pontoons – Material Damage is selected).

Some of the risks We do not cover are:

- war, radioactive contamination, chemical, biological weapons or terrorism;
- consequential loss, legal liability and defects;
- wilful or criminal acts of you or any person acting with your knowledge, consent or connivance;
- worker's compensation;
- fraud 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, please attach additional information on a separate sheet of paper.

General information

Intermediary Name _____

Contact _____

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

Email _____

Proposer's Name (include Subsidiary Companies) _____

How long have you been in business? _____

Number of Employees _____

Address of Marina _____

Policy Period, Limit of Liability and Excess

Cover required: From ____ / ____ / ____ To ____ / ____ / ____ at 4.00pm

Limit of Liability \$ _____

Expiring Excess \$ _____

Policy Excess

| | Alternative | Basic |
|--|-------------|---------|
| Basic | \$ _____ | \$1,500 |
| Losses arising out of storage of fuel or fuelling operations | \$ _____ | \$2,500 |
| Slipway Operation | \$ _____ | \$2,500 |
| Repairer's Liability | \$ _____ | \$2,500 |

Note: Quote provided will not be below expiring excess

Business Information

(If insufficient space, please provide separate details)

Does the public have access to the Marina? Yes No

Do you have car parking facilities? Yes No

Maximum number of vessels at the Marina? _____

Description and capacity of cranes, lifts, hoists _____

Type, size and values using marina (average and maximum)

| Vessels | Number | Average Size | Value | Maximum Size | Value |
|------------------|--------|--------------|----------|--------------|----------|
| Pleasure Craft | | | \$ _____ | | \$ _____ |
| Commercial Craft | | | \$ _____ | | \$ _____ |

Is work carried out away from the premises in excess of 50 klm? Yes No

If yes, please provide details _____

Are electrical cables, power point switches, mains box, regularly checked and maintained? Yes No

Last date inspected ____ / ____ / ____

Is the marina involved in these activities:

| | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Gross Annual Receipts |
|---------------------------------------|------------------------------|-----------------------------|-----------------------|
| Provision of Berths/Moorings | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Storage – Floating Dock | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Storage – Dry Dock | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Storage – Hardstand | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Hauling Out/Slipping/Launching | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Minor Repairs/Alterations/Maintenance | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Boat Brokerage | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Fuelling Operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| General Sales | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Charter Management | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Catering | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Shipwright | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Engineering | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Sailing School | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Social and Sporting Activities | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |
| Other (please provide details below) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | \$ _____ |

Boat Brokerage

Are any of the vessels for sale custom built? Yes No

If yes, please provide details _____

Fuel Operations

Are all tanks in compliance with current Government regulations? Yes No

Self fuel or Attendant? _____

Types of fuel offered _____

Please provide details of tank leak protection used _____

If any of the storage tanks have ever had a leak/spill or release in the past please provide details _____

If you have been fined by any agency or authority for breaches of an environmental nature please provide details _____

Please attach a copy of your contract or conditions of repair. (Please tick if attached)

- | | |
|--|--|
| <input type="checkbox"/> Mooring Agreement | <input type="checkbox"/> Watercraft Hire Agreement |
| <input type="checkbox"/> Hardstand Agreement | <input type="checkbox"/> Boat Sales Agreement |
| <input type="checkbox"/> Dry Storage Agreement | <input type="checkbox"/> Repair Agreement |
| <input type="checkbox"/> Slipway Agreement | <input type="checkbox"/> Other (details) _____ |

Policy Options

Please indicate the optional benefits required:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Pollution Liability | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. General Sales | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Catering | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. P & I Endorsement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Inspections and Valuations – Errors and Omissions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Piers and pontoons – Material Damage | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If required, please complete additional information below

- | | | |
|--|------------------------------|-----------------------------|
| 7. Loss of Earnings on Piers and Pontoons (only available if Optional Benefit 6 – Piers and Pontoons – Material Damage is taken) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|--|------------------------------|-----------------------------|

If required, please complete additional information next page

Piers and Pontoons – Optional Benefit

Summary of this optional benefit

Loss or Damage to the insured floating Piers and Pontoons caused by:

- storm;
- flood;
- fire or lightning;
- collision with or impact by any Vessel, vehicle, railway locomotive, aircraft or anything dropped therefrom;
- explosion;
- earthquake or volcanic eruption;
- accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel at the Marina;
- malicious acts,

provided that such Accidental Loss or Damage has not resulted from the want of due diligence by you or your managers.

Floating Piers & Pontoons

| Length (metres) | Description /Construction | Sum Insured | Expiring Excess |
|-----------------|---------------------------|-------------|-----------------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

Total Number of Piers & Pontoons _____

Total Value of Piers & Pontoons \$ _____

Loss of Hire – Optional Benefit

This optional benefit covers you for your loss of net income in consequence of the Piers and pontoons being partially or totally prevented from earning income following Loss or Damage to the Piers and Pontoons caused by an insured Event occurring during the Period of Insurance.

Period of Indemnity

Maximum Period of Indemnity _____ consecutive calendar days

Maximum Daily Indemnity

The maximum daily Indemnity is _____ per day

The maximum amount payable is _____ in the aggregate of any one loss or series of losses caused by the insured Event

Excess

The Excess applicable _____ days for each Occurrence

Claims 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 | Outstanding | 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 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 by first Proposer _____

Signed by second Proposer _____

Date ____ / ____ / ____

Date ____ / ____ / ____