

# BIZPAK

declaration

Lumley General Insurance (N.Z.) Limited, Head Office, Lumley Centre, 88 Shortland Street, PO Box 2426, Auckland 1140, New Zealand, Tel 09 308 1100, Fax 09 308 1114

BizPak from Lumley Insurance (N.Z.) Limited is a highly competitive package designed specifically for businesses like Yours. Simply select the sections of cover as meets Your needs.

Please carefully read the important notices on page two before proceeding with completing this declaration. If there is inadequate space to answer any questions, please attach a separate sheet of paper. Please show the section heading and question description before the information you wish to add.

## Sections Insured

Material Damage	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Employers Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Machinery Breakdown	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Business Interruption	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Statutory Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Electronic Equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Broadform Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Commercial Motor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Cargo in New Zealand	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## Insured details

<b>The Insured:</b>		
<b>Website address:</b>		
<b>Postal address:</b>		
<b>Describe Your Business in full:</b>		
<b>Interested parties (mortgage etc) name and branch:</b>		
<b>Period of Insurance:</b>	<b>From</b>	<b>To</b> <b>at 4pm (NZ time)</b>

## General questions

Have You alone, in partnership, jointly with any other party or, if a corporation, any of its directors:

- for the insurance being applied for  
(a) currently have insurance cover? Yes  No   
(b) suffered any loss(es) (insured or otherwise) in the last three years (whether or not a claim was made)? Yes  No   
(c) ever experienced a claim over \$10,000? Yes  No   
(d) ever withdrawn a claim? Yes  No   
(e) In respect of the Liability sections, **after enquiry**, have You had any claims, losses, proceedings, notices, circumstances or complaints, or any fine imposed or any prosecution under any legislation, made against You during the last five years, or any other person or entity to be insured, whether insured or not. Include any which were below a policy excess or deductible. Yes  No   
(f) Are there any claims currently pending against You, or are You aware, **after enquiry**, of any circumstances that could give rise to a claim under the proposed insurance? Yes  No
- in the last 10 years, has an insurer declined any claim or proposal for insurance, cancelled or refused to renew a policy, imposed an additional excess or imposed special terms, conditions or restrictions on a policy? Yes  No
- in the last 10 years, been placed in receivership or liquidation or declared bankrupt? Yes  No
- subject to the Criminal Records (Clean Slate) Act 2004, been convicted of any criminal offence or charged with any criminal offence? Yes  No

If You have answered 'Yes' to any of the questions 1- 4, please provide details:

---

---

---

---

---

## (Office use only)

Customer number:	Broker / agent account number
Broker / agent :	
Replacing policy number:	ANZIC Code

## Important notices

Please read this Section before completing this declaration.

### Your Duty of Disclosure

Before You enter into this insurance with Us for the first time, 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.

A material fact is one that may influence a prudent insurer in deciding whether or not to accept the insurance and, if so, on what terms and conditions and for what premium.

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

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

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 Us through Your broker.

#### Who does the duty apply to?

Everyone who is insured under the Policy must comply with the duty.

#### What happens if You breach the duty?

If You fail to comply with the Duty of Disclosure, it may result in Your claim being declined, the Policy being cancelled or the amount We pay if You make a claim being reduced.

### Privacy Act Disclosure

- (a) This declaration and proposal form collects personal information about You;
- (b) The collection of this information is required pursuant to the terms of Your insurance policy;
- (c) The information is collected to evaluate the insurance being sought and any claim You may make;
- (d) The failure to provide this information may result in Your claim being declined;
- (e) The intended recipient of the information is Lumley General Insurance (N.Z.) Limited ( Lumley ) (P.O. Box 2426 Auckland);
- (f) Lumley may pass Your personal information on to Insurance Claims Register Limited ( ICR ) (C/- P.O. Box 2426 Auckland) for inclusion in the Insurance Claims Register, for general claims and underwriting purposes;
- (g) You acknowledge that any ICR participant may access this personal information by way of enquiry to the ICR.
- (h) You have the right of access to and correction of this information in accordance with the Privacy Act 1993.

### Underinsurance

This Policy has a section Machinery Breakdown Part 2 Spoilage which contains a clause making the sum insured subject to Average.

That provision will have effect only if the property insured under the Policy is underinsured at the time of loss.

If the property insured under the Policy is underinsured at the time of loss, the following rules apply:

- (a) if You suffer a total loss, the provision will have no effect;
- (b) if You suffer a partial loss, the maximum amount that You may recover will bear the same proportion to Your actual loss as the amount for which the property is insured bears to the full value of the property: e.g. your property is worth \$20,000. You insured it for \$10,000. You suffer a loss of \$5,000. If Your Policy is 'subject to Average', the maximum amount that You may recover will be \$2,500.
- (c) whatever Your loss, in no case will You be entitled to recover more than the amount for which the property is insured,

### Declaration

I/We hereby declare that the information and answers given in this declaration, proposal and other information I/we supplied are in every respect true and correct and that Lumley General Insurance (N.Z.) Limited is aware of all information that may be material in considering this proposal.

I/We agree that this declaration and proposal shall be the basis of and incorporated in the insurance contract.

I/We undertake to inform Lumley General Insurance (N.Z.) Limited of any material alteration to the facts provided whether occurring before or after the completion of this insurance contract.

I/We authorise Lumley General Insurance (N.Z.) Limited to give or to obtain from other insurers or any insurance brokers or other party any information relating to this insurance or any other insurance held by me/us or any claim made by me/us.

I/We understand that Lumley General Insurance (N.Z.) Limited is collecting the information on this proposal to evaluate my/our insurance requirements. I/we am/are obliged to advise Lumley General Insurance (N.Z.) Limited of any information which may be material to its consideration of this application.

If my broker / agent has completed the proposal on my behalf I agree all the information provided is correct.

Insured's signature: \_\_\_\_\_

Date:     /     /     \_\_\_\_\_