

Household goods and personal effects Proposal

Form MN029 11/10



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This Proposal collects personal information about you. Before completing this, please read the important information below.

For full terms and conditions please consult the Marine Transit Policy Conditions.

Important information: The policy is subject to the following conditions which you should read and understand.

1 This policy is subject to average

This means that if the property insured under the policy is under insured 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;
- (c) Whatever your loss, in no case will you be entitled to recover more than the amount for which the property is insured. eg. 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 \$2,500.00.

2 Pairs and sets clause

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

3 Depreciation

Liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon.

4 Replacement clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

5 Material Fact – stored goods prior to transit

We must be advised if the shipped goods have been in storage for any period prior to shipment. This is a Material Fact. In such a case restricted transit conditions will apply. Should you fail to disclose this information, then any claim will not be recoverable under the insurance.

6 Exclusions – for full terms and conditions please consult the Marine Transit Policy Conditions

- (a) Excluding claims for missing items unless a valued list of contents is supplied by owner prior to commencement of transit.
- (b) Excluding loss of or damage to cash, notes, stamps, deeds, tickets, travellers cheques, jewellery, watches, trinkets or similar valuable articles.
- (c) Excluding tools and equipment used for professional purposes or business purposes including journals, text or reference books.
- (d) Excluding loss or damage due to moth, vermin, wear, tear and gradual deterioration.
- (e) Excluding loss or damage due to mechanical, electrical or electronic derangement unless insured item is otherwise damaged.
- (f) Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.
- (g) Excluding wine and other forms of collections.
- (h) Excluding plants or shrubs of any form.
- (i) Excluding pets of any form.
- (j) Excluding perishable or frozen food.
- (k) Excluding antiques and the like unless specified in the valuation list and proposal. (A valuation issued prior to the transit must be available on request for any antique or painting over \$5,000).

7 Your policy will be subject to an excess of: \$ **(to be agreed prior to commencement of transit)**

Please complete the Declaration on Page 3

General questions

- 1** Has the Proposer or any person or entity to be covered under this Policy:
- (a) In the past three years, experienced any loss (whether or not a claim was made) which would have been covered by or is related to the type of insurance being applied for on this Proposal? Yes No
- (b) Ever had insurance voided, refused, cancelled, renewal not offered, special conditions and/or premium imposed or a claim refused? Yes No
- 2** Has the Proposer or any person or entity to be covered under this Policy, or any person or entity who may benefit from this insurance:
- (a) Ever been charged with, convicted of, or have a pending prosecution for any criminal or statutory offence? Yes No
- Note: The answer to this question may be subject to the provisions of the Criminal Records (Clean Slate) Act 2004.
- (b) Ever been adjudged bankrupt, gone into (or been a director of a company which has gone into) liquidation or receivership? Yes No

If Yes, to Questions 1 (a) or (b), or 2 (a) or (b) above, please give details:

Privacy Act 1993

Personal information is collected to evaluate your insurance requirements including establishing what cover, if any, is to be offered and its terms and premium. All information collected will be held by Lumley General Insurance (N.Z.) Ltd PO Box 2426 Auckland 1140 ('Lumley'). Individuals have the right under the Privacy Act 1993 to request access to and correction of their personal information.

Duty of Disclosure

You have a duty to disclose to us, whether asked for or not, all information that might influence the decision to offer you insurance cover and if so, on what terms and/or premium ('material information'). This duty exists prior to the inception, renewal or variation of your policy. Failure to disclose all material information may result in your policy being avoided. This means your policy will be deemed never to have existed and any claims will not be payable.

If you have any doubt as to whether a fact is material then it should be disclosed.

Declaration

I/We declare that the information provided is in every way correct and complete and all material information has been disclosed.

I/We agree that the information provided will form the basis of any insurance cover that may be offered and that I/we will accept cover on the terms and premium prescribed by Lumley.

I/We authorise Lumley to give to and obtain from other insurance companies, insurance brokers, the Insurance Claims Register Ltd or any other party information about this insurance, any insurance held by me/us and any claims made by me/us.

I/We authorise Lumley to use the information provided to advise me/us of their other products and services.

Proposers(s) signature: _____ Date: / /

Name (please print): _____ Company Title/Position: _____