

# Vanguard Insurance Client Declaration Form

## For Insurance Purposes

### YOUR DUTY OF DISCLOSURE

You must tell an insurer all information that is relevant to their decision to insure you and on what terms. This is called your duty of disclosure

Before you enter into an insurance contract you have a duty at Common Law to disclose to the insurer every matter that you know, or could reasonably expect to know and is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You also have an obligation not to provide any incorrect information to your insurance company. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

If you do not comply with your duty of disclosure, the insurer may be entitled to reduce its liability in respect of a claim or, may avoid the contract of insurance from its inception, renewal or date of alteration.

This disclosure is required, not only about the insured named in the policy, but also about associated and past businesses and private insurances.

This duty applies up to the time of placement of the insurance and when you apply for any variations or renewals of the insurance contract.

Further, most insurance contracts impose a continuing obligation to notify the insurer of any changes to the risk.

In addition to the information that we will collect from you in order to obtain quotations, matters which are important to the insurer include:

- In relation to premises and property to be insured: the location, use, materials of construction, value, occupation, security etc.;
- In relation to persons to be insured: occupation and activities, subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence, for motor vehicle insurance, driving record and convictions insolvency, liquidation, receivership, or declared bankrupt.

- Insurance and loss history, i.e. past losses and claims;
- Cancellation of previous insurance contracts;
- Refusals to insure or the imposition of increased premiums or excesses.

This is by no means a comprehensive list and you should consider your circumstances carefully to ensure that you provide all relevant information to your insurer.

### PRIVACY ACT 1993

Vanguard Insurance Ltd is bound by the obligations of the Privacy Act 1993 regarding the collection, use, disclosure and handling of personal information.

We will protect the privacy of your personal information. We will use the information you provide in this Client Declaration Form (including any supplementary documentation) to consider your application for insurance.

This proposal collects personal information in order to evaluate your insurance requirements for the purpose of deciding whether to issue insurance coverage and if so on what terms.

In order to produce an insurance solution as requested by you, and in the event that you proceed with such cover, it is necessary for us to share the personal information that we have collected from you with the relevant insurance providers. Where these third parties use and process your personal information, we will require them to only use your personal information in a way which is compatible with this Privacy Policy. If these third parties wish to use your personal information for any other purposes, they will have a legal obligation to notify you of this and, where required, to obtain your agreement.

If you provide us with personal information about other individuals you must obtain consent from those individuals to disclose that information to us.

You are entitled to access your personal information and request any correction if required.

Applicant / Proposer Details				
Legal Name				
Trading Names				
Website				
Date Business started trading				
Postal Address				
Post Code				
Email Address				
Contact Name/ Details				
Full Description of all Business activities				
Anzsic code (if known)				
Interested Parties e.g. Mortgagees Name and Branch				
Period of Insurance	From		To	
Turnover	NZ: \$		Overseas: \$	
Number of Staff				
Exports /Imports	Exports: \$		Imports \$	
Building Information				
Building Information	Situation 1		Situation 2	
Address				
Business Activity				
Construction				
Walls				
Floors				
Roof				
Frame				
Number of Stories				
Year Built				
If Pre 1935 - Has it been Earthquake Strengthened				
Does any part of any building include polystyrene construction? If Yes what percentage?				
Does any part of any building have any domestic portion which qualifies as a dwelling under EQC Act? If Yes how many units?				
Sum Insured	Situation 1		Situation 2	
	Indemnity Value	Replacement Value	Indemnity Value	Replacement Value
Building				
Plant/ Contents				
Stock				
Other Property				
Total				

Fire Protection / Security - Do you have?	Situation 1	Situation 2
Automatic Sprinklers	Choose an item.	Choose an item.
Heat / Smoke detectors	Choose an item.	Choose an item.
Hose Reels	Choose an item.	Choose an item.
Fire Extinguishers	Choose an item.	Choose an item.
Intruder Alarm	Choose an item.	Choose an item.
Is the alarm monitored professionally	Choose an item.	Choose an item.
Town Water Supply	Choose an item.	Choose an item.
Are Flammable Liquids or gasses used or stored on the premises	Choose an item.	Choose an item.
Do you have a deep fat fryer	Choose an item.	Choose an item.

## Material Damage

Do you want increased Machinery Breakdown cover?	Choose an item.
Do you want increased Sustainable Rebuilding costs?	Choose an item.
Seasonal Stock Adjustments other than October/November/December?	Choose an item.
Will there be any changes to the building in the next 12 months?	Choose an item.
<b>If you answered Yes to any of the above please state the section and amount required.</b>	
Section	Amount Required

## Business Interruption - Guide to calculating sum insured

Description		Sum Insured
Gross Profit		\$
Loss of Rent		\$
Loss of Revenue		\$
Wages		\$
• Dual Basis	Choose an item.	
• Initial Period	Weeks	
• Remainder %	Weeks	
• Alternative Period	Weeks	
Payroll		\$
• Dual Basis	Choose an item.	
• Initial Period	Weeks	
• Remainder %	Weeks	
• Alternative period	Weeks	
Additional Increased Cost of Working		\$
Book Debts		\$
Claim Preparation Costs		\$
Contractual Commitment		\$
Key Money / Good Will		\$
Loss of Rents		\$
Penalty Payments		\$
Redeployment Expenses		\$
Redundancy Payments		\$
Rewriting of Records		\$
Wages in Lieu of Notice	Weeks	\$
Total		\$



Are any hazardous goods carried?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Are any vehicles used or intended to be used airside at any airport?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Are there any hire purchase or any financial encumbrances on any vehicle?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Are any vehicles regularly used for journeys of over 100km per day?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If you answered Yes please give full details				
Please advise details of all convictions, motor accidents, claims or losses, whether or not the subject of an insurance claim, in the past 3 years.				
Date	Details			Cost

### Management Liability

General and Products Limit of Liability required.

General Liability combines public and products liability and is designed to help protect your business regardless of whether a claim arises from property damage or personal injury. Can also pay for legal defence costs plus any settlements or damages awarded against you.

\$2M	\$5M	\$10M	Other - Please specify

**The covers can include;**

Associations Liability – Protects individual officers and trustees and the association against liability for claims arising out of wrongful acts including the legal defence of claims.

Criminal Defence legal Costs – Can pay for legal defence in relation to criminal proceedings brought in the District or High Court.

Cyber – Insurance tailored to help a business mitigate the costs involved with recovery after a cyber related security or privacy event.

Directors & Officers Liability – As a Director you can be held liable for your own mistakes as well as those of your company and its employees. Without D& O Family Trusts and your companies limited liability status may not be enough to keep your home and personal assets safe.

Employment Practice Liability- Helps protect against grievance claims brought against you by employees or prospective employees.

Employers Liability – While ACC covers most accidents at work, employees can still sue for work-related illness that ACC does not cover.

Fidelity / Crime - Helps protect against loss from the theft of money or property by your employees or third parties. Reimburses your business for loss of money, securities or other property due to the dishonesty of staff or others.

Internet Liability – Provides protection against actions brought by third parties who claim they have suffered wrong in relation to the operation of your web site or use of the Internet or electronic mail.

Professional Indemnity – Protects against claims by clients including the cost of defending any court proceedings.

Statutory Liability – Every business has a duty to protect its employees, customers, the general public and the environment from harm. Statutory Liability pays for your legal defence if you are prosecuted for unintentional breach of almost any New Zealand Act of Parliament, including payment of fines if legally allowable.

Trustees Liability - Provides cover for individual trustees against liability for claims arising out of wrongful acts and the cost of defending those claims.

If cover required please advise which extension and the limit of indemnity required.

Products Manufactured or Sold	Countries sold to.	Estimated turnover for last 12 months	Estimated turnover next 12 months,
		\$	\$
		\$	\$
		\$	\$
		\$	\$

If this is a new business what experience do you have in the same occupation?

If any parts of your products are not manufactured by you please provide details of all suppliers

Do you manufacture the products you sell?  Yes  No

If No please describe

Please provide details of all work you carry out away from your premises and the percentage of turnover this generates

Detail of work	Turnover			
	\$		%	
	\$		%	
	\$		%	

Does any of your work involve cutting or welding, the use of naked flames or open heat sources? Yes  No

If Yes please provide full details

Do you service, repair, work on or supply parts for motor vehicles, water craft or aircraft? Yes  No

If Yes please describe and detail amount of turnover

Do you require Faulty Workmanship cover for property being worked on? Yes  No

Do you use, store, handle, manufacture or transport any acids, bulk liquids, chemicals, explosives, gases or any flammable or toxic goods or substances? Yes  No

If Yes please provide full details of types of substances, quantities and how they are used or handled

What quality control procedures do you have in place? Please list quality control procedures

Do you have third party property in your care custody or control? Yes  No

If Yes please describe

Do you have third party property in your care custody or control?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If Yes please describe				

Do you provide professional, technical, consultancy, advisory or like services for a fee as part of your business?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If Yes please provide details				

Are all employees under a written contract of employment	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If No please advise details?				

Do the Directors / Officers / Partners / Proprietors regularly review Health and Safety risk assessment and compliance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If No please describe				

Is the business currently able to meet its debts as they fall due?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Do you own or operate any unmanned aerial device (Drones)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If Yes please describe				



## Previous History

Please advise of all accidents, claims or losses, whether or not insured or subject of an insurance claim in the past 3 years – this applies to all classes of insurance – e.g. property, liability. (Not motor see page 9)

Date	Details	Cost

Have you alone, in partnership, jointly with any other party or if a corporation any of its directors ever been placed in receivership or liquidation, or declared bankrupt? Or Subject to Criminal Records (Clean Slate) Act 2004 been convicted of or charged with any criminal offence.	Yes		No	
If Yes please advise details?				

After enquiry are there any claims currently pending against you or any other person or entity to be insured under this insurance (including predecessors in business or any prior business) or are you aware of any circumstances that could give rise to a claim under the proposed insurance?	Yes		No	
If Yes please advise details?				

Has any insurer ever declined any claim or proposal for insurance, cancelled or refused to renew a policy, imposed an additional excess, or imposed special terms, conditions or restriction on a policy?	Yes		No	
If Yes please advise details?				

# Fire Emergency Levy

## Indemnity Value Declaration

(Made in compliance with the Fire Service Act 1975)

As required by the Fire Service Act 1975, we (the undersigned) make this Indemnity Value Declaration.

We declare that the indemnity value of the property listed and insured by this policy is fair and reasonable in relation to the replacement value of the property.

Name of Insured:		
Policy Reference:		
Period of Insurance:	From:	To:
<b>Property Insured</b>	<b>Indemnity Value</b>	
Buildings	\$	
Plant, Fixtures, Fittings, Other Contents (excluding Stock)	\$	
Other Property - Description required	\$	
	\$	
	\$	
	\$	
In addition, we declare that during the current period of insurance		
Capital Additions to the value of	Nil OR \$	
Property under construction to the value of	Nil OR \$	
Signed by:		
Position:		
Date:		

## Letter of Appointment

Name of Client

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We hereby appoint \_\_\_\_\_ Insurance Brokers as my/our Insurance Broker and they have my/our authority to act on my/our behalf with effect from \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

This authority revokes and replaces any previous authorities given to or implied to any Agent or Insurance Broker who may have previously acted on my/our behalf.

We authorise \_\_\_\_\_ Insurance Broker to request information that is held by other parties or to disclose information to other parties in order to carry out their duties as our Insurance Broker.

We also acknowledge that and consent to:-

1. Insurers with whom you place our insurance business will provide a payment to you for doing so.
2. As part of administrating our insurance program you may also charge a service fee, which will be included in the total amount of any invoice presented to me/us for payment.

Signature of Proposer

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



## Letter of Authority

Name of Client

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We hereby authorise \_\_\_\_\_ Insurance Brokers has our authority to examine our insurances and to prepare a report and quotation on my/our behalf with effect from \_\_\_\_/\_\_\_\_/\_\_\_\_.

I/We understand that this is an authority to report and quote only. It is not an authority to act as broker. If this report and quotation supplied is accepted then I/We will sign an "Letter of Appointment"

Signature of Proposer

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

## Declaration

On behalf of all proposed Insureds I / We declare and agree that:

- a. All information provided in this document or attachments is true and complete in every respect and no material facts remain undisclosed.
- b. All information provided will be incorporated into and form the basis of the contract of insurance.
- c. I/We understand that the insurer requires this information in order to evaluate my/our insurance.
- d. The insurer is authorised to disclose information to its advisers reinsurers other insurers and parties with a financial interest in the subject matter of this proposal.
- e. The insurer is authorised to check details against the Insurance Claims Register and to place information on the Insurance Claims Register which other insurers can access.
- f. The insurer is authorised to obtain from any other parties any information which may be relevant to the acceptance of my/our insurance.
- g. I/We have read and understand the disclosure made by \_\_\_\_\_ Insurance Brokers in respect of their disclosure Statement.

Signature of Proposer

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Title / Proposer \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_