

**ZURICH**<sup>®</sup>

# Material Damage/Business Interruption

## Proposal form

Policy number

Intermediary

### Completion notes

Please read the following before completing this document.

- Answer all questions in full. If you need extra space, attach additional pages on your company letterhead (if applicable) and mark their inclusion on the proposal form;
- Please ensure you read and sign the Declaration at the end of this document.

### Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty at common law to disclose to us every matter you know, or could reasonably be expected to know that a prudent insurer would want to take into account in deciding whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however, does not require disclosure of a matter:

- that diminishes the risk to be insured;
- that is of common knowledge;
- that we know or in the ordinary course of our business we ought to know;
- that we state to you that we do not want to know..

### Non-disclosure or misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure, we may treat your policy as if it never existed.

### False statement and Fraudulent acts

Your policy is based on the information supplied to us by you or on your behalf. All statements made by you or on your behalf on the proposal and/or questionnaire, in support of this policy, on any claim form or in support of any claim must be true and correct. If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

### Privacy Act 1993

Zurich respects your privacy. The following is brought to your attention. However this does not apply to companies.

- (a) This Proposal collects personal information about you;
- (b) The information is collected by Zurich to evaluate the insurance being sought;
- (c) The intended recipient of the information is Zurich;
- (d) The information is being collected and held by Zurich;
- (e) The collection of this information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory;
- (f) The failure to provide this information may result in your application for insurance being declined, or your insurance being void from the beginning;
- (g) You have rights to access, and correct this information subject to the provisions of the Privacy Act 1993.

### Data sharing consent

In order to provide a seamless insurance service globally, Zurich may transfer any data Zurich has received from and any data it holds on the policyholder to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Zurich as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Zurich is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Zurich may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

# All questions in this proposal form must be answered

Any question in this application that requires a Yes or No answer which is left incomplete or ambiguous will be assumed to be answered as 'No'.

## 1 Proposed period of insurance

Period of insurance: From / / To / / at 4pm

## 2 Details of those proposed to be insured

Name of insured  
.....

Postal address  
.....

Postcode  
.....

Website address  
.....

Describe your business in full  
.....  
.....

Interested parties (mortgage etc) name and branch  
.....  
.....

## 3 Underwriting criteria

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

1. For the insurance being applied for:
  - (a) Suffered any loss(es) (insured or otherwise) in the last 3 years (whether or not a claim was made) Yes  No   
If 'Yes', please provide details  
.....
  - (b) Ever experienced a claim over \$10,000 Yes  No   
If 'Yes', please provide details  
.....
  - (c) Ever withdrawn a claim Yes  No   
If 'Yes', please provide details  
.....
- 2 In the last 10 years, has a 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   
If 'Yes', please provide details  
.....
- 3 In the last 10 years, been placed in receivership or liquidation or declared bankrupt? Yes  No   
If 'Yes', please provide details  
.....
- 4 Subject to the Criminal Records (Clean Slate) Act 2004, been convicted of any criminal offence or charged with any criminal offence? Yes  No   
If 'Yes', please provide details  
.....

#### 4 Material damage

##### Situation – Business location

Situation 1

Situation 2

And elsewhere in New Zealand where you conduct your business

Business activities of all Building occupants

Situation 1

Situation 2

#### 5 Cover

	Buildings	IV/RV	Contents	IV/RV	Stock	IV/RV	Other property
Situation 1	\$		\$		\$		\$
Situation 2	\$		\$		\$		\$

RV = Replacement Value    IV = Indemnity Value    D = Indemnity Value and Declaration conditions apply

#### 6 Description of other property

	\$
	\$
	\$

#### 7 Additional cover

Limits under this policy that you should be aware of. The section 2 Material Damage sum insured or these limits will apply whichever are the lesser.

	Standard limit	Optional limit
Alternative Accommodation (residential only)	25% of the cost incurred in reinstating accommodation	
Capital additions	\$100,000	\$
Claims assessment	Included in Total Sum Insured	
Computer software	Included in Total Sum Insured	
Demolition and other costs	Included in Total Sum Insured	
Electric current damage	3.75kw or 5hp	
Employees effects: any one employee	\$5,000	\$
any one event	\$10,000	\$
Expediting costs	Included in Total Sum Insured	
Gradual damage (residential portion of the building)	\$5,000	\$
Hazardous substance emergency	\$20,000	\$
Landscaping	Included in Total Sum Insured	
Money: Part A	\$10,000	\$
Part B	\$1,000	\$
Christmas carry	–	\$
Portable Tools of Trade (including electronic equipment) away from your business premises:		
Any one item	\$7,500	\$
Any one event	\$15,000	\$
Professional fees	Included in Total Sum Insured	
Property under construction	\$100,000	\$
Protection costs	\$10,000	\$

## 7 Additional cover

Limits under this policy that you should be aware of. The section 2 Material Damage sum insured or these limits will apply whichever are the lesser.

	Standard limit	Optional limit
Redundant foundations	Included in Total Sum Insured	
Redundant plant	Included in Total Sum Insured	
Refrigerated goods	\$2,500	\$
Rewards	Included in Total Sum Insured	
Rewriting of records	\$10,000	\$
Social club	Included in Total Sum Insured	
Stolen keys	Included in Total Sum Insured	
Subsidence and landslip	\$250,000	\$
Temperature change protection	Included in Total Sum Insured	
Theft	Included in Total Sum Insured	
Transit	\$10,000	\$

### Optional additional cover

Natural Disaster (Earthquake) Yes  No

Seasonal Stock Increase (90 days) Yes  No

Start date / / Limit \$

## 8 General questions

Please answer the following questions in relation to the above situation.

	Automatic sprinklers	Heat/Smoke detectors	Hose reels	Extinguishers
1 What fire protection is in place				
Situation 1	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>
Situation 2	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>
2 Are the buildings on mains water supply?				
Situation 1				Yes <input type="radio"/> No <input type="radio"/>
Situation 2				Yes <input type="radio"/> No <input type="radio"/>
3 Is there an operational burglar alarm?				
Situation 1				Yes <input type="radio"/> No <input type="radio"/>
Situation 2				Yes <input type="radio"/> No <input type="radio"/>
4 Is the burglar alarm monitored?				
Situation 1				Yes <input type="radio"/> No <input type="radio"/>
Situation 2				Yes <input type="radio"/> No <input type="radio"/>
Is there a professional security guard response to alarm activation?				Yes <input type="radio"/> No <input type="radio"/>
5 Do you use or store flammable liquids or gases? If 'Yes', please advise details and quantity				Yes <input type="radio"/> No <input type="radio"/>
.....				
6 Do you have a safe?				Yes <input type="radio"/> No <input type="radio"/>
Is the safe covered by burglar alarm sensors?				Yes <input type="radio"/> No <input type="radio"/>
Is it bolted to floor?				Yes <input type="radio"/> No <input type="radio"/>
7 Do you have a deep fat fryer?				Yes <input type="radio"/> No <input type="radio"/>

**9 Building construction**

	Floor	Exterior walls	Roof	Frame	Year of construction
Situation 1					
Situation 2					

Does any part of the Building construction include expandable polystyrene? Yes  No

If 'Yes', percentage of building %

Does any part of the Building contain a walk in chiller/freezer? Yes  No

**10 Deductibles**

Standard \$500 minimum or \$

Burglary and/or malicious damage \$1,000 minimum or \$

Theft \$2,500 minimum or \$

Natural disaster (Earthquake etc) Refer to schedule \$

Subsidence and landslip \$20,000

If more than one Deductible applied only the higher Deductible will apply

**11 Business interruption**

The indemnity period Months

Annual turnover \$

Financial year end / /

**12 Cover**

				Limits
Gross Profit or Gross Revenue (Please circle selected option)				\$
Gross Rental and Management Fee receivable				\$
Wages: Dual Basis				\$
Initial Period	Weeks	Remainder period percentage	%	–
Payroll/Wages in Lieu of notice	Weeks			\$
Redeployment expenses				\$
Severance and Redundancy expenses				\$
Additional costs of working				\$
Book debts				\$
Penalty payments				\$
Claim preparation costs				\$
Rewriting of records				\$
Loss of lease goodwill:	Commencement date of lease	/ /	Period of lease	–
<b>Total Sum Insured</b>				<b>\$</b>

**13 Additional cover**

	Limit	Deductible
Accumulated stocks	Included	
Acts of Civil authorities	10% of TSI or \$500,000 whichever is the lesser	24 hours
Closure of Transport routes, Ports or Airports	10% of TSI or \$500,000 whichever is the lesser	7 days
Contractual commitments	Included	24 hours
Customers' / Suppliers' premises	10% of TSI or \$500,000 whichever is the lesser	24 hours
Dependant business that attracts customers	30 day indemnity period and 10% of TSI or \$500,000 whichever is the lesser	24 Hours
Loss of utilities	10% of TSI or \$500,000 whichever is the lesser	24 hours
Prevention of access	10% of TSI or \$500,000 whichever is the lesser	24 hours
TSI = Total Sum Insured for the Business Interruption Section		

**14 Declaration**

I/We hereby declare on behalf of all proposed insureds that:

- all answers and statements in this proposal are correct and complete in every respect and there is no further information which may affect acceptance of the proposal;
- if accepted by Zurich, this proposal and declaration, and any other material which I/We have provided Zurich, shall be incorporated into and form the basis of the contract of insurance;
- I/We understand that Zurich requires this and needs to retain this information in order to decide whether to accept this proposal and also that the Privacy Act 1993 entitles me/us to have access to and request the correction of this information;
- Zurich is authorised to disclose information received from me/us to its advisors, reinsurers and to other insurers. I/We authorise Zurich to obtain, from any party, information that is, in Zurich's view, relevant to this proposal;
- I/We understand that the insurance will not be in force until this proposal has been accepted and cover confirmed by Zurich.

Signature of proposer

Date

X

/ /