



<b>Club and Member Number</b>		<b>Effective From</b>	/	/	<b>Expiry Date: 30 June 2018</b>
<b>Insured Name</b>					
<b>Postal Address</b>		<b>Storage / Location Address</b>			
<b>Work Phone</b>		<b>Home Phone</b>		<b>Email</b>	

Please complete the below details to insure your craft:

<b>Year</b>		<b>Make</b>		<b>Model</b>	
<b>Value</b>	\$	<b>ID Number</b>			

**Insurance Details**

Please read this carefully before you sign, if there is anything about which you have questions or would like to know more, please contact Arthur J Gallagher before signing this application.

I confirm my signature below that I have been truthful and frank in answering the questions in this application and I have not withheld any material information, which may affect the insurer's decision to accept this proposal or the terms of the proposed policy.

Signing this document confirms you have received and reviewed the insurance schedule and policy wording.

Some information and answers on this form are not all my/our own hand writing. The detail not in my/our hand writing has been read over by me/us and I/we confirm that all information is strictly correct.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Important Advice Regarding your Duties

### DUTY OF DISCLOSURE

The Insurance Contracts Act 1984 requires insurance companies to provide certain information to people intending to insure with them. The information concerns the duty of disclosure of an intending Insured and the effect of particular types of clauses in a proposed insurance policy. Where an Insurance Broker is involved in the transaction, the information is to be provided by the broker. The Insurance (Agents and Brokers) Act 1984 also requires us to inform you about some other matters where they are relevant to particular policies.

### WHAT INFORMATION DOES AN INSURANCE COMPANY/BROKER HAVE TO GIVE YOU?

In general terms, the kind of information that an insurance company/broker must give you is as follows:

#### *YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE SUBJECT TO INSURANCE CONTRACTS ACT*

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms.

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

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

- that diminishes the risk to be undertaken by the Insurer,
- that is of common knowledge,
- that your Insurer knows or, in the ordinary course of his business, ought to know,
- as to which compliance with your duty is waived by the Insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.

### YOUR DUTY OF DISCLOSURE

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as Marine Insurance (other than Marine Inland Transit Insurance) and insurance required by statute, the Insured still owes a Duty of Disclosure to the Insurer. This is a duty to disclose to the Insurer before the contract is concluded, every material circumstance which is known to the Insured. Every circumstance is material which would influence the judgment of a prudent Insurer in fixing the premium or determining whether he will take the risk. **The Insurer may avoid the contract from inception if the Insured fails to make such disclosure.** In the case of insurance required by statute, such as Compulsory Third Party Motor Vehicle insurance, the Insurer may have rights of recovery against the Insured in the event of misrepresentation, misstatement or non-disclosure.

### UTMOST GOOD FAITH

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.