



ace insurance

General / Products Liability – Winery

PROPOSAL FORM

INSTRUCTIONS TO PROPOSER

If cover is required for any of the following please complete the relevant SECTIONS.

Exporters Liability

Employers & Statutory Liability

BEFORE COMPLETING THIS PROPOSAL FORM PLEASE READ THE IMPORTANT NOTICES ON PAGE 7.



GENERAL / PRODUCTS LIABILITY – WINERY

PROPOSER DETAILS

1. Broker:.....
2. Name of Proposer:.....
3. Principal locations:
.....
.....
4. Website address:
5. Full description of business:
.....
.....
.....

COVERAGE REQUIREMENTS

6. Limit required: NZ\$ or NZ\$.....
7. Deductible required: NZ\$
8. Policy period: FROM:..... TO:

ANNUAL REVENUE

9. a. Please state the split of revenue by country and type of wine.

Destination	Wine
	Revenue
New Zealand	\$
Exports	\$

b. Number of employees :

10. Do you receive income from any other products or activities other than wine? Yes No

If Yes, provide details, including Turnover derived from such activities:

.....



GENERAL / PRODUCTS LIABILITY – WINERY

SUPPLIERS

11. Do Your Suppliers agree in contract to indemnify You if their products cause You to incur a claim from another party e.g. bottles, corks & packaging? Yes No

12 Please provide:

(a) The number of locations You have under vine and where they are situated:

Please provide addresses:

.....

(b) Are any of these situated within 2km of property belonging to others and used for horticultural purposes? Yes No

(c) Do you manage vineyards for anyone else? Yes No

If Yes, please identify:

.....

PREMISES

13 List all non owned premises leased or rented by You:

Location	Type of Property	Approximate Value

14 Include full details of all property owned by others and on what basis (leasing, servicing, bailment, etc) it is in your care, custody or control:

Location	Type of Property	Approximate Value



GENERAL / PRODUCTS LIABILITY – WINERY

PROFESSIONAL SERVICES

15 Do you provide any professional or consultancy services or advice? Yes [] No []

If Yes, please describe:

.....
.....

16 Do you provide contract winemaking or contract bottling services? Yes [] No []

If Yes, please provide copy of contract used.

Annual Turnover \$

[]

17 Are you involved in contract spraying? Yes [] No []

PRIOR INSURANCE AND LOSSES:

18 Provide details of liability insurance during the past 10 years including the name of the Insurer(s):

.....
.....
.....

19 Has any Insurer ever declined to insure you, cancelled or refused to renew you, or imposed special terms or conditions on you? Yes [] No []

If Yes, provide details including the name of the Insurer:

.....
.....
.....

20 Provide details of any losses, complaints or claims made against you in the last 10 years (whether insured or not) which would have been the subject of indemnity under the proposed insurance.

.....
.....
.....

21 Are there any claims pending against you or are you aware after investigation of any circumstances which could give rise to a claim under the proposed insurance? Yes [] No []

If Yes, please provide details

.....



GENERAL / PRODUCTS LIABILITY – WINERY

EXPORTERS LIABILITY

1. Please provide full details of your exports split into product type and value in NZ\$ to each export destination.

Destination	Products	Actual last year	Estimate this year
Australia		\$	\$
USA		\$	\$
Canada		\$	\$
United Kingdom		\$	\$
Rest of Europe		\$	\$
Japan		\$	\$
Rest of Asia		\$	\$
Rest of World		\$	\$
TOTALS		\$	\$

2. Please state the first year you exported any products:

3. Please state the first year you exported any products (either directly or in-directly) into the USA or Canada

4. Do your products meet the manufacturing/safety & labelling standards established in the countries exported to? Yes No

If Yes, provide details of the standards your products meet?

.....
.....

5. Are you in anyway represented in the USA or Canada by either direct representation, parent company, subsidiary, sales office or by any other party holding Power of Attorney on your behalf? Yes No

If Yes, provide details:

.....
.....

6. If you do not export products directly into the USA. or Canada, or any of their territories or possessions, are you aware of any circumstances where your products may be re-directed to those countries? Yes No

If Yes, provide details:

.....



EMPLOYERS & STATUTORY LIABILITY – WINERY

EMPLOYERS & STATUTORY LIABILITY

1. How many buildings do you:
 - (a) Own?
 - (b) Lease or rent?
 - (c) Do you have current Warrants of Fitness for the buildings which you own? Yes No

2. Do you have in-house training programmes, manuals and compliance programmes in place for the following Acts:
 - (a) Consumer Guarantees Act 1993 and Amendments: Yes No
 - (b) Fair Trading Act 1986 and Amendments: Yes No
 - (c) Privacy Act 1993 and Amendments: Yes No

3. In respect of the Health and Safety in Employment Act 1992 and Amendments do you have:
 - (a) A hazard identification system in place? Yes No
 - (b) A Health and Safety manual and training system in place? Yes No

4. Do you need/or have you ever applied for a Resource Consent and/or Certificate of Compliance under the Resource Management Act 1991 Yes No

5. Who in your Company has overall responsibility for ensuring compliance with the Acts of Parliament referred to in this application:

Name: Position:.....

CLAIMS/CIRCUMSTANCES

6. Have you ever been involved in proceedings in connection with, received compliance notices or been fined for breaches for any of the above Acts:

7. Have you had any previous claims or complaints against you which could have been subject to indemnity under this proposed insurance? Yes No

8. Are you, or any of the Company's Directors or Officers, aware of the existence of any circumstances from which you could reasonably expect a claim to arise in the future: Yes No

If the answer to 6, 7 or 8 is Yes, please provide full details on a separate sheet.



DISCLOSURE

IMPORTANT NOTICES

Your Duty of Disclosure

Before you enter into any contract of insurance with an Insurer, you have a duty 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 any new or changed information to the Insurer before you renew, extend, vary or reinstate a contract of insurance.

It is important that all information contained in this proposal is understood by you and is true, correct and complete, as you will be bound by your answers and by the information provided by you, and on your behalf, in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the time the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may avoid the contract of insurance or cancel it and not pay any claim.

Change of Risk or Circumstances

You should advise the Insurer as soon as practicable of any change to your normal business as disclosed in the proposal, such as, but not limited to changes in location, acquisitions and new overseas activities.

Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the contract of insurance, that you will not seek to recover such loss or damage from that person, the Insurer will not cover you, to the extent permitted by law, for such loss or damage.

Privacy Statement

ACE Insurance Limited (“ACE”) is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the principles in the *Privacy Act 1993*.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 3771459 or email Privacy.NZ@ace-ina.com.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland, Tel: +64 (9) 3771459 or email Privacy.NZ@ace-ina.com.