

ARAG Private Marine Legal Expense Insurance Application Form



Important information

- You should retain a copy of this application form for future reference. We can send you a copy upon request.
- Completion of this application form does not bind the applicant or the insurer to enter into a contract of insurance.
- If there is insufficient space to provide a full answer please use an additional sheet and attach it to this application form.

Duty to take reasonable care not to make misrepresentation

This is a consumer insurance contract under the *Insurance Contracts Act 1984*. Under the *Insurance Contracts Act 1984* You have a duty to take reasonable care not to make a misrepresentation to Us. This duty applies when You enter into, renew, extend or vary this contract of insurance.

Before You enter into, renew, extend or vary this contract of insurance We will ask You questions that are relevant to Our decision to insure You and on what terms. When You answer the questions You must not give a false or misleading account of matters. Your response should tell Us everything that You know about the question. Your response is relevant to whether We offer you insurance and the terms that are offered.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

Consequences of failure to take reasonable care not to make misrepresentation

If You do not take reasonable care not to make a misrepresentation to Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If your failure to take reasonable care not to make a misrepresentation to Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.



Circumstances relevant to your duty

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances. If We know, or ought to know about Your particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether You have taken reasonable care not to make a misrepresentation to Us. Under the *Insurance Contracts Act 1984* the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- a) the type of consumer insurance contract in question, and its target market;
- b) explanatory material or publicity produced or authorised by Us;
- c) how clear, and how specific, the questions We asked were;
- d) how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- e) whether or not an agent/insurance broker was acting for You;
- f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because You:

- a) failed to answer a question; or
- b) gave an obviously incomplete or irrelevant answer to a question.

Important-Statutory Notice – Section 40 *Insurance Contracts Act 1984* (Cth)

This notice is provided in connection with but does not form part of the policy. This policy is a 'Claims Made' liability insurance policy. It only provides cover if:

- 1) a claim is made against you, by some other person, during the period of insurance when this policy is in force; and
- 2) the claim arises out of circumstances committed, attempted or alleged to have been committed or attempted after the retroactive date stipulated in the policy schedule.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) applies to this type of policy. That subsection provides that if you become aware, during the period when this policy is in force (period of insurance), of any occurrence or fact which might give rise to a claim against you by some other person, then provided that you notify us of the matter before this policy expires, we may not refuse to indemnify merely because a claim resulting from the matter is not made against you while this policy is in force.

If you, inadvertently or otherwise, do not notify the relevant occurrence or facts to us before the expiry of this policy, you will not have the benefit of section 40(3) and we may refuse to pay any subsequent claim, notwithstanding that the events giving rise to it or the circumstances alleged in it may have taken place during the period of insurance.

If a claim is actually made against you by some other person during the period of insurance but is not notified to us until after this policy has expired, we may refuse to pay or may reduce our payment under this policy if we have suffered any financial prejudice as a result of the late notification.



Privacy statement

This is a summary of how ARAG and the Insurer (referred to in this section as 'we', 'our' or 'us') collect, use, share and store personal information. To view our full privacy statement, please see our respective websites at www.arag.com.au and www.hdi-specialty.com/int/en/legals/privacy.

Collecting personal information

We may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the *Privacy Act 1988* (Cth). Should we ask for personal or sensitive information, it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers it appoints to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium, to administer this policy, resolve complaints, process renewals, for internal business purposes or to handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations, including overseas in countries such as the UK and Germany, as set out in our privacy policy.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy policy for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal information including; the right to a copy of the personal information we hold; the right to object to the use of personal information or the withdrawal of previously given consent.

For a full list of privacy rights and when we may refuse to provide you access to your personal information, please refer to our full privacy policy.

ARAG Private Marine Legal Expense Insurance

Applicant Details

1. Please state

a. your full name

b. your contact details
address

telephone number

email

c. Are you eligible to claim an input tax credit on Your Premium?

Yes No

d. Do you have a boat driving licence?

Yes No

Provide licence number. If no, please provide details

Tell us about Your Boat:

e. What is the Boat Type

Open runabout	PWC
Sailing vessel	Canoe
Cabin runabout	Punt
Kayak	Sailing Catamaran
Motor cruiser	Other

If other, please describe

f. What is the Boat model:

g. What year was the Boat built?

h. Registration number of the Boat

i. Which state is the boat regularly stored or moored in?

j. What is the Value of the Boat

Up to \$10,000	Up to \$250,000
Up to \$50,000	Up to \$1,000,000
Up to \$100,000	Over \$1,000,000

k. What is the maximum design speed?

Up to 60 knots
Over 60 knots

l. Is the Boat in good repair?

m. If the Boat has other Boats attached or that are carried specify each Boat including any registration number?

n. If the Boat is transported by trailer provide details of the owner of the trailer, its make model and age:

Owner:

Make:

Model:

Age:

o. What Marina do you wish to declare as the place where your Boat is berthed, moored or kept. Specify:

Name of Marina:

Marina Operator:

Berth or Mooring or Hard Stand:

Years at Marina:

Other Insurances

2. Please confirm whether You have existing private legal expense insurance
(If 'Yes' state with whom and the renewal date)

Yes

No

3. Have You ever been refused any insurance cover?
(If 'Yes' please provide details)

Yes

No

4. Have You ever had any claim under a legal expense policy accepted refused or declined in the last 5 years?
(If 'Yes' please provide details)

Yes

No

5. Please confirm whether You have any insurance cover under another insurance policy for any of the insured events? For example, example, consider Your home contents insurance or boat insurance.
(If 'Yes' state with the name of Your insurer, policy number and the renewal date)

Yes

No

General Information

6. Start/renewal date

When would you like Your cover to start?

7. Please state the limit of indemnity You require

The standard Policy Limit of Indemnity is \$50,000 for any one claim. You can also take a \$100,000 limit for any one claim.

Please choose the limit per claim that You require.

\$50,000

The maximum limit of indemnity is \$150,000 aggregate limit per Period of Insurance.

\$100,000

8. Please state the amount of Excess You require

The standard Policy Excess is \$1,000; if You want to change Your standard Excess please select the appropriate box.

\$1000

\$500

Nil Excess

9. Prior known circumstances

Are You aware of any claims or circumstances that are likely to give rise to a claim for legal expenses under the policy?

(If you have answered 'Yes', then please provide full details.)

Yes

No

Claims History

Personal Injury

In the last 5 years, have You been involved in any accident (in relation to any Boat that You own or are responsible for) which has caused physical bodily injury to any person?

Yes

No

If you have answered 'Yes' to the above question, then please provide full details.

Damage in relation to the Boat

In the last 5 years, have You been involved in any dispute regarding any physical damage, trespass or nuisance in relation to the Boat that You own or are responsible for?

Yes

No

If you have answered 'Yes' to the above question, then please provide full details.

In the last 6 months, has any person damaged the Boat that You own or are responsible for?

Yes

No

If you have answered 'Yes' to the above question, then please provide full details.

Contract disputes

In the last 5 years, have You been involved in a contractual dispute in relation to the Boat that You own or are responsible for where the disputed amount was more than \$3,000 including GST?

Yes No

If you have answered 'Yes' to the above question, then please provide full details.

Marina & Berthing disputes

In the last 5 years, have You had any disputes with a Berthing or Marina port in respect of the Boat that You own or are responsible for?

Yes No

If you have answered 'Yes' to the above question, then please provide full details.

Prosecution Defence

In the last 5 years, have You been involved in any prosecution against You that arises from the Boat that You own or are responsible for?

Yes No

If you have answered 'Yes' to the above question, then please provide full details.

Licence & Registration

In the last 5 years, have You ever had Your licence been revoked or altered?

Yes No

If you have answered 'Yes' to the above question, then please provide full details.

Declaration

I hereby declare that I am authorised to complete and submit this application form. I confirm that the answers and statements provided in this application form (together with any other information supplied to insurer) are true and correct to the best of my knowledge and belief at the time of completing this application form and no material facts have been misstated or withheld.

I undertake to inform the insurer of any material addition or alteration to the risk both before this policy is effected and for the period of insurance.

I also agree to ARAG appointing a panel lawyer or other professional advisor on my behalf.

Signed

Name

Place

Date

Disclaimer: The insurer of this ARAG Legal Expense Insurance product is HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS Licence number 458776) (Insurer). ARAG Services Australia Pty Ltd (ABN 14 627 823 198, AFS Licence number 513547) has been granted delegated authority by the Insurer to enter into, vary or cancel policies and handle claims for ARAG Legal Expense Insurance products on the Insurer's behalf. All enquiries should be addressed to ARAG.