

IMPORTANT NOTICES

These notices outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise your Manager immediately if you wish to make a further 'declaration' or have questions about general or policy specific* notices.

General Notices

The following notices are applicable to all policies.

Disclosure

Your Duty of Disclosure - contracts of insurance subject to the 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, 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 matters:

- that diminish the risk to be undertaken by the insurer,
- that are of common knowledge,
- that your insurer knows or, in the ordinary course of its business, ought to know, or
- 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 its 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 AMEND, ALTER, VARY OR ENDORSE A POLICY.

Your Duty of Disclosure – Other Contracts

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 pleasure craft 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 they

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.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure – Cover, which is arranged for subsidiary and/or associated companies in addition to, named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

Essential Reading of Policy Wording

We will provide you with a full copy of your policy when it is received from the insurer.

It is essential that you read this document without delay and advise MahonyArthur J. (Aus) Pty. Limited in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult your Manager.

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PLEASE NOTE THAT YOUR DUTY OF DISCLOSURE ALSO APPLIES WHEN YOU AMEND, ALTER OR ENDORSE A POLICY.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Mahony of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult your Manager.

Un-Named Parties

Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

Privacy Notice

Mahony & Company and the insurer that Mahony places your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details.

Sensitive information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Mahony and your Insurer disclose personal information to third parties both in New Zealand and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this

information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Mahony & Co Ltd

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Mahony or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Mahony, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

Mahony & Company (Ged McCombie)

Level 12
NZ Finance House
52 Swanson Street
Auckland, New Zealand
PO Box 2626, Auckland

Telephone: +649 358 2258
Fax: +649 356 7221

What should I do if I have a Complaint?

Contact us and tell us about your complaint. We have our own internal complaints handling procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to Brian Mahony:

Telephone +64 9 358 2258 or +64 21 622444