

Vero Marine Hull Builders' Risk Policy Wording

OBBR MarCAR 0816

Schedule



Vero Marine Insurance, an operating division of Vero Insurance New Zealand Limited ["the Company"], in consideration of the payment to the Company of the agreed premium by or on behalf of the Assured, will insure against loss, damage, liability or expense in the manner so provided in this Policy document and subsequent amendments. The proposal, declaration and any submission made by or on behalf of the Assured form part of this insurance.

Policy No:

Assured:

Period of Insurance:

Vessel:

Sum Insured and associated values:

Limit of Liability:

Deductibles:

Other:

Optional Buybacks:

Additional Cover:

Premium:

Claims Contact Details

In the event of loss or damage for which the Company may be liable, immediate notice must be given to the Company:

Vero Marine Insurance
P O Box 1759
Auckland
New Zealand

Tel +64 9 363-2600
Fax +64 9 363-2601
E-mail claims@veromarine.co.nz
Website <http://www.veromarine.co.nz>

How to make a claim

Please advise your nearest office of Vero Marine Insurance immediately. They can advise you and arrange for an assessor to look after your claim. You must act as though uninsured, and take all possible steps to prevent and minimise all loss or damage.

1. Do as much as you can to minimise the loss or damage or any liability, and to safeguard all property.
2. In the case of theft, vandalism or loss, advise the Police.
3. Notify the Company as soon as possible.
4. Send to the Company any communication received from any other person.

You must not, without the written consent of the Company

1. incur any expense in making good any loss or damage (other than to minimise the damage)
2. negotiate, pay, settle, admit or repudiate any claim.

Cancellation

Sections A and B of this insurance may be cancelled by either the Assured or the Company giving 30 days written notice.

Sections C and D – refer to, respectively, clauses 15.1 and 20.1 of this insurance. Clause 15.2 provides for automatic termination of cover provided under Section C.

The mailing of notices by registered mail to the last known address of the Assured or of their intermediary, if applicable, is sufficient proof of notice of cancellation.

The full premium shall be payable to the Company in the event of loss, damage, liability or expense arising out of an Occurrence commencing or occurring prior to the date of cancellation which gives rise to a recoverable claim under this insurance.

Where the cancellation is requested by the Assured, a refund of 80% of the unexpired premium is permitted.

Where the cancellation is requested by the Company, a full refund of the unexpired premium is permitted.

Jurisdiction and Law & Practice

Any Institute Clause or other similar Clause incorporated in this Policy shall be subject to English Law and Practice.

Any dispute, of whatever nature, arising out of or in relation to any other clause incorporated in or matter relating to this Policy shall be determined by court proceedings issued in New Zealand. New Zealand courts shall have exclusive jurisdiction to hear and determine any such Proceedings and resolve any such dispute.

Signed by a duly authorised representative of the Company at Auckland this DDth day of Mmmmmm YYYY:

Signature

(End of Schedule)

Clause List

London Marine Construction All Risks Wording 01/09/07

- Clause 23.5: "any terrorist" is deleted and replaced by
"any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted"
- Clause 36: Payment of Claims deleted

Compliance and Seaworthiness Condition [07/2015]

Debris Removal Clause [07/2015]

NZ Goods and Services Tax Clause [06/2008]

Transit Clause [07/2015]

Compliance and Seaworthiness Condition [07/2015]

It is a condition precedent to any liability under this Policy that the Assured will comply at all times with all Acts, regulations, rules, orders, notices to mariners and any other binding requirements issued and/or notified and/or administered by Maritime New Zealand or its successor(s) governing or relating to the construction, seaworthiness, surveying, outfitting, manning, use, operation or navigation of the vessel insured and that their employees and agents have ready access to them.

Debris Removal Clause [07/2015]

Where some or all of the Subject Matter Insured is either a total loss or a constructive total loss and when no economic salvage is possible, this Policy extends to cover:

- 1) Costs incurred in the removal of the Subject Matter Insured (including any packaging) from any yard stated in the Schedule, carrying conveyance, or scene of accident, for the purposes of the destruction, rendering, processing for safe disposal or dumping of debris of the Subject Matter Insured or damaged Subject Matter Insured.

With the following provisos:

- a) A claim is payable for loss or damage to the Subject Matter Insured under this Policy; and
- b) The extension of cover under this clause will not operate until any cover available under any other policy of property or liability insurance is exhausted, whether held in the name of the Assured as first party or as third party; and
- c) The Company will not be liable under this clause for any clean up expenses for which the Assured may be liable under any pollution statute.

'Debris', for the purposes of this clause, means Subject Matter Insured that has been physically rendered beyond salvage.

The Company's maximum liability under this clause shall be 10%, or such other percentage agreed in the Schedule, of the Sum Insured in respect of any one Occurrence.

NZ Goods and Services Tax [06/2008]

The Sum(s) Insured by this Policy is exclusive of GST. In the event of a claim the company will pay a maximum of the Sum Insured plus GST at the current rate.

Where the Assured is required to pay GST upon receiving any indemnity payment under this Policy, the Company will reimburse the Assured for the cost of that tax.

For the purpose of this clause, GST means tax payable under Section 5(13) of the Goods and Services Tax Act 1985 or under any statutory amendment to or re-enactment of the Section or Act.

Transit Clause [07/2015]

Notwithstanding Clauses 50.1 and 50.2, unless otherwise insured, where the Assured is at risk for loss of or damage to the Subject Matter Insured, Section A extends to cover the Subject Matter Insured whilst in the ordinary course of transit from any supplier's or sub-contractor's premises in New Zealand to the yard stated in the Schedule and vice versa.

The Company's maximum liability under this clause shall be 5% of the Sum Insured any one conveyance any one Occurrence.

Any item, whether it is transported as one item or in parts, having a value greater than 5% of the Sum Insured is not insured under this clause unless agreed by the Company in writing.

Any claim payable under this Transit Clause shall be subject to the Section A - Construction deductible stated in the Schedule.