



ZURICH®

# Carriers Cargo Liability Insurance

## New Zealand Proposal Form

### Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The terms proposer, whenever used in this proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this proposal.
4. The terms policyholder and subsidiaries have the same meaning in this proposal form as in the policy.

### Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty at common law to disclose to us every matter you know, or could reasonably be expected to know that a prudent insurer would want to take into account in deciding whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

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

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

- that diminishes the risk to be insured;
- that is of common knowledge;
- that we know or in the ordinary course of our business we ought to know;
- that we state to you that we do not want to know.

### Non-disclosure or misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure, we may treat your policy as if it never existed.

### False statement and Fraudulent acts

Your policy is based on the information supplied to us by you or on your behalf. All statements made by you or on your behalf on the proposal and/or questionnaire, in support of this policy, on any claim form or in support of any claim must be true and correct. If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

### Privacy Act 1993

Zurich respects your privacy. The following is brought to your attention. However this does not apply to companies.

- (a) This Proposal collects personal information about you;
- (b) The information is collected by Zurich to evaluate the insurance being sought;
- (c) The intended recipient of the information is Zurich;
- (d) The information is being collected and held by Zurich;
- (e) The collection of this information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory;
- (f) The failure to provide this information may result in your application for insurance being declined, or your insurance being void from the beginning;
- (g) You have rights to access, and correct this information subject to the provisions of the Privacy Act 1993.

### Data sharing consent

In order to provide a seamless insurance service globally, Zurich may transfer any data Zurich has received from and any data it holds on the policyholder to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Zurich as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Zurich is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Zurich may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

## Information about this insurance

### The Policy

Carriers Cargo Liability insurance is specifically designed for carriers who issue consignment notes acceptable to insurers incorporating conditions of carriage which include a disclaimer against liability for loss of or damage to goods or livestock carried. Even though a carrier may issue acceptable consignment notes and operate under conditions of carriage, Carriers Cargo Liability insurance is still essential. This is because circumstances can arise where courts may reduce the effect of or set aside disclaimer clauses resulting in a carrier being unable to rely on them to deny liability. This can arise simply through failing to obtain a signature on a consignment note before the goods are picked up. Our policy ensures a carrier is covered for liability if this occurs.

Substantial legal costs may also be incurred in defending claims made against the carrier even though conditions of carriage exist and consignment notes are properly issued.

### Important

The information contained in this proposal is an outline of the cover provided. Full details of the cover with all limitations, exclusions and conditions are contained in the policy. The terms and conditions offered to you may vary from the information on cover given in this proposal form.

### The cover

The policy covers the liability of the insured carrier for:

- loss of or damage to goods or livestock that occurs while they are in the custody of the carrier or the carrier's subcontractors within the specified radius of transit
- delay, loss of market or consequential loss caused solely by the loss of or damage to the insured goods or livestock
- the cost of removal and disposal of damaged goods or livestock up to a limit of \$50,000. This includes the cost of cleaning the accident site, except for liquid or gas pollutants discharged or spilt beyond the road surface and road verge at the accident site.

In addition we will pay approved legal costs.

Please note that where you accept liability or arrange special contracts where your liability is different from that under your standard Conditions of Carriage, your policy will only cover liability

under your standard Conditions of Carriage unless it is extended.

### Optional extension

Subcontractors: an insured carrier may, as well as covering its own liability, cover the liability of its subcontractors when they carry for the insured carrier under the carrier's standard consignment note.

### Premium adjustment

A deposit premium is based on estimated gross freight earnings (GFE), adjusted on declared actual GFE. If the adjusted premium is higher than the deposit, no additional premium is payable if the deposit premium is less than \$25,000 and the variation between estimated and actual GFE is less than 10%. If the adjusted premium is lower than the deposit, the insured will receive the appropriate refund subject to a maximum of 25% of the deposit premium.

### Principal exclusions

- storage at the election of or on the instruction of the owner of the goods or livestock
- fines penalties or punitive damages

### Limit of liability

It is essential for the carrier to select a limit of liability adequate to cover the full amount of any liability for goods or livestock at risk from any one event.

### Settling your claim

Our experienced claims staff will promptly handle any recoverable claim made against the carrier as soon as we are notified of it and in the event of liability being established will pay the claim to the parties concerned limited to the sum insured for any one loss or series of losses arising from the same event.

### Other insurance policies for Carriers

Our Goods in Transit (Carriers) Policy is available:

- in addition to our Carriers Cargo Liability Policy for carriers who wish to be able to settle clients claims for defined events insured against even when they may not be liable
- for any carrier who does not operate under acceptable conditions of carriage and needs cover for selected defined events whether or not they may be liable

For more information or a quote, please contact your insurance intermediary.

## 1 Proposer

Name

Address

Postcode

How many years have you been a carrier?

Have you or has any principal, partner or director of the proposer ever entered into liquidation, become insolvent or bankrupt or committed an act of bankruptcy or committed a criminal offence?

Yes  No

If 'Yes', please provide details (attach a separate page if required)

## 2 Period of cover required

From 4pm

/ /

To 4pm

/ /

## 3 Goods to be insured

Please indicate  category of goods carried and percentage split

Refrigerated goods

%

Livestock

%

Household removals

%

General goods

%

Please provide details of general goods carried

**4 Radius of transit**

Within 600 km of your postal address

In excess of 600 km of your postal address

**5 Business**

Do you use any Conditions of Carriage? Yes  No  If 'Yes', please attach a sample of your consignment note

Are your standard Conditions of Carriage advised to clients prior to commencement of transit? Yes  No

If 'Yes', please provide details of your process

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If 'No', please provide details of circumstances when Conditions of Carriage are not advised

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Do you accept liability or arrange special contracts where your liability is different from that under your standard Conditions of Carriage? Yes  No

If 'Yes', do you require an extension to cover your liability for loss of or damage to goods or livestock carried under special contracts? Yes  No

If 'Yes', please attach a copy of each contract

Do you offer to insure your client's goods? Yes  No

If 'Yes', please provide details

.....

Please provide details of type and number of vehicles owned or operated in the course of your business

.....

Registration numbers (if three vehicles or less)

.....

**6 Cover**

Maximum liability in any one vehicle	\$
Maximum liability any one event	\$

Do you require an excess? Yes  No

If 'Yes', please provide details

\$

**Optional extension**

Do you require subcontractors liability cover when subcontractors carry for you? Yes  No

Yes  No

**7 Financial**

Estimated annual gross freight earnings as a principal carrier and including freight paid to subcontractors protected by the terms of your standard consignment note	\$
Estimated annual gross freight earnings when sub contracting for other carriers	\$
<b>Total estimated gross freight earnings</b>	<b>\$</b>
If you require extended cover for special contracts, please state the gross freight earnings for these contracts	\$
If you require an optional extension to cover the liability of subcontractors, please state the gross freight earnings paid to them	\$

**8 Claims experience**

Are there any claims or actions pending or outstanding against you? Yes  No  If 'Yes', please provide details

Please provide claims details covering the last three years

Claims details	Year	Year	Year
Value of claims paid	\$	\$	\$
Value of claims outstanding	\$	\$	\$
Number of claims			

Please provide details of all claims over the last three years

.....

.....

Please provide details of any action you have undertaken to reduce claims

.....

.....

**9 Prior insurance**

Name of your current or prior insurer and due date for renewal

..... / .....

Has any insurer ever declined insurance or imposed special conditions? Yes  No  If 'Yes', please provide details

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Has any insurer ever cancelled or refused to renew your insurance? Yes  No  If 'Yes', please provide details

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**10 Declaration**

I/We authorise Zurich Australian Insurance Limited to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service.

I/We declare that I/we have read and understood the duty of disclosure, non disclosure and policy conditions contained herein and confirm that no information has been withheld which could affect the acceptance of this application.

Name of proposer (print)		.....	
Signature of proposer	Date	/	/

**No insurance cover is provided until the above proposal is accepted and details of cover are confirmed in writing by Zurich Australian Insurance Limited.**

Office use only		
Intermediary	Premium \$	Agent No.
	Special Conditions	