



ZURICH®

Freight Forwarders Liability

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

Freight forwarders are potentially exposed to a wide variety of liabilities in respect to the services they provide. These include liabilities to third parties, loss of or damage to cargo, errors and omissions, removal of abandoned cargo, breach of authorities' regulations and loss of or damage to owned or leased equipment.

Zurich through Midas Insurance Brokers provides cover against these liabilities including the associated legal costs with six cover options available to provide the level of cover you require.

Basic risks covered

According to the cover options chosen cover includes

Cover option 1 – Liability for non-contractual liabilities at law and specified legally enforceable contracts, including consequential losses, arising out of the provision of insured services.

Cover option 2 – Liability for loss of or damage to cargo and consequential loss arising therefrom under contracts of carriage, international conventions or law.

Cover option 3 – Liability for errors or omissions in providing insured services or resulting from delay and indemnity for financial penalties imposed by authorities.

Cover option 4 – Indemnity for costs and expenses arising out of an occurrence which may give rise to a claim covered by any applicable cover option, arising out of the provision of insured services.

Cover option 5 – Liability for removal and disposal of abandoned cargo, payments due under standard forms of customs bonds or guarantees, statutory enactments imposing the responsibility of a principal, fraudulent or dishonest acts of employees and costs of recovering monies due.

Cover option 6 – Loss of or damage to specified equipment including liability to pay general average or salvage charges or lease per diem charges in respect of lost or damaged equipment.

Principal risks excluded

This insurance does not cover liability, loss, damage or expense in respect of the following

- where more specific insurance exists
- punitive or exemplary damages
- your insolvency or financial default
- operation or management of a ship or aircraft
- time penalties
- dredging operations or dumping of spoil
- operation of dump site or disposal of waste
- waiver of rights of recourse.

Premium

This is based on your gross receipts or gross income for the period of insurance, the limit of liability, your contractual arrangements, services provided and cover options chosen. A minimum and deposit premium is calculated on your estimated gross receipts/ gross income and this is adjustable on expiry of the policy period on receipt of your certified actual gross receipts/gross income if these are higher than estimated.

Settling your claim

Subject to the policy deductible our experienced claims staff will promptly indemnify you up to the agreed limit for legal liability and costs insured by the policy.

Important

The information above is an outline of the cover provided. Full details of the cover with all limitations exclusions and conditions are contained in the policy.

1 Insured

Name

Address

Postcode

How many years have you been a freight forwarder?

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 Operating locations

Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....
Address	Postcode
.....

3 Period of cover required

From 4pm / / To 4pm / /

4 Cover required

Limit of liability \$ Deductible \$

Please select the cover options you require:

Cover option 1 2 3 4 5 6

If you have selected Cover option 6, please provide details of the equipment to be insured. If there is insufficient space, please attach a separate sheet.

Description	Serial number	Sum insured
		\$
		\$
		\$
		\$
		\$

5 Business details

Cargo handled

Do you handle the following cargo? If 'Yes' please advise estimated volume.

Project or specialised cargo	Yes <input type="radio"/> No <input type="radio"/>	Volume
.....
High value cargo	Yes <input type="radio"/> No <input type="radio"/>	Volume
.....
Refrigerated cargo	Yes <input type="radio"/> No <input type="radio"/>	Volume
.....
Tanktainer cargo	Yes <input type="radio"/> No <input type="radio"/>	Volume
.....

6 Services and activities provided

Services and activities provided:

Freight forwarding agent	Yes <input type="radio"/>	No <input type="radio"/>
Packing and labelling of cargo	Yes <input type="radio"/>	No <input type="radio"/>
Consolidation of cargo into containers	Yes <input type="radio"/>	No <input type="radio"/>
Transport of cargo in own vehicles	Yes <input type="radio"/>	No <input type="radio"/>
Non vessel owning carrier (NVOCC)	Yes <input type="radio"/>	No <input type="radio"/>
Carrier by air	Yes <input type="radio"/>	No <input type="radio"/>
Lease, hire or ownership of containers, trailers or handling equipment	Yes <input type="radio"/>	No <input type="radio"/>
Storage of cargo in warehouse(s) owned, leased or operated by you	Yes <input type="radio"/>	No <input type="radio"/>
Storage of cargo in bond store(s) owned, leased or operated by you	Yes <input type="radio"/>	No <input type="radio"/>
Provision of customs clearance for imported cargo	Yes <input type="radio"/>	No <input type="radio"/>
Agent for consignees	Yes <input type="radio"/>	No <input type="radio"/>
Overseas principals for imported cargo	Yes <input type="radio"/>	No <input type="radio"/>
Marine insurance agent	Yes <input type="radio"/>	No <input type="radio"/>

Please supply a copy of your standard trading conditions and all bills of lading, airway bills, waybills, consignment notes, agency agreements and **any other** contractual agreements for services and activities you have marked 'Yes' above and for which insurance cover is required.

7 Financial details

Annual gross receipts and/or annual gross income

	Freight forwarder	Customs broker
Actuals previous insurance period	\$	\$
Estimates this insurance period	\$	\$
Estimates next insurance period	\$	\$

Breakdown of estimates next insurance period

In relation to your estimated gross income for freight forwarding activities for the next insurance period, please advise the following:
What percentage of the income estimated above relates to activities?

- When you are acting as a principal carrier (NVOCC) issuing your own bill of lading? %
- When you are acting as an agent on behalf of customers arranging transportation by:

Sea	%	Air	%	Road	%
-----	---	-----	---	------	---
- Other services %

Please note: percentages estimated for 1, 2 and 3 above must total 100%

Estimated TEU for this insurance period

Main destinations served

Customs broking – estimate of gross income this insurance period

In relation to your estimated gross income for customs broking activities this period of insurance, please advise the following;

- When acting as a customs broker %
- Other (please specify) %

Please note: percentages estimated for 1 and 2 above must total 100%

8 Claims experience

Yes No

Are there any claims or actions pending or outstanding against you?
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 detail each claim for the last three years included in the above and, in addition, any incidents reported and claims not made.

.....

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

.....

9 Prior insurance

Name of your current or prior insurer

.....

Due date for renewal / /

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

.....

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

.....

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	

Save File

Print Form