



ZURICH®

# Dangerous Goods Motor

## Questionnaire

### Completing the Questionnaire form

1. This questionnaire 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 term Insured, whenever used in this questionnaire shall mean the Insured and all subsidiary companies of the Insured for which coverage is proposed.

### Duty of disclosure – Motor Insurance/Commercial Motor Insurance

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

#### If you do not tell us something

If you do not tell us anything you are required to tell 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 tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Duty of disclosure – Motor Fleet Insurance

For policyholders who are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### Individuals

If you are the policyholder and you are a natural person, a different duty of disclosure to the one set out above applies to you. Contact your intermediary or us to ensure you are notified of your duty.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

### Reasonable precautions and fraudulent acts

You must take all reasonable precautions for the maintenance and safety of the Insured Property and prevention of loss. We will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you or on your behalf.

### Policy details

For full details of cover, please refer to the Product Disclosure Statement and Policy wording which sets out the terms and conditions of cover offered. This is available from your local Zurich Office or your intermediary.

### 1 Important

You have advised the Company that it is anticipated, intended or usual for some of the motor vehicles, trailers, containers or tanks to carry dangerous or flammable goods.

Please read the definition of these goods below.

Please read and understand BEFORE answering the questions. We may require more information, such as Driver's Questionnaire, Loss Control and Management Information, chemical specification and a statement issued by your previous insurers confirming the costs of loss or damage caused by accidents.

### 2 Definition of dangerous goods

These goods which are either codified under the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'

**OR** any liquid fuel, liquid gas, toxic chemicals, acids, flammable substances below 22.7 degrees Celsius Flash Point, compressed gases, organic peroxides, explosives.

**OR** any other oxidising, infectious or radioactive substances / materials.

**OR** the conveying motor vehicle or trailer requires a special licence or registration with or by a government or public authority.

1. Name of Insured  
.....
2. Proposed period of insurance  
.....
3. Holding underwriter  
.....
4. Holding broker  
.....
5. Dangerous goods limit required?  
 \$1,000,000     \$5,000,000     \$10,000,000     Other  
.....

### 3 Dangerous goods information

1. Please advise nature and class of dangerous goods carried

Brand, Common and Chemical Names	Class of Dangerous Goods	Quantity or Weight or Capacity

2. Provide details of vehicles carrying dangerous goods

Make and Model of Vehicle	Carrying Capacity	Registration Number

3. How frequently do you carry these goods?  
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4. Where are dangerous goods carried 'from' and 'to'?  
.....  
.....

5. What is the radius of operations of such carriages?  
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**3 Dangerous goods information (continued)**

Yes  No

6. Are drivers that carry dangerous goods licensed to do so?  
If 'No', please provide details

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7. What criteria does your company use for the employment of drivers involved in the carriage of dangerous goods?

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8. Please advise details of all incidents during the past 5 years for any vehicle involved with the carriage of dangerous goods

Date of loss	Details of incident	Amount including clean up costs

9. The Australian Code for the Transport of Dangerous Goods by Road and Rail, together with various State legislation, regulate carriage. The "Code" summarises goods by these classifications. Please (✓) which classifications apply to goods or cargo carried:

**Class 1 – Explosives**

- 1.1  Substances and articles which have a mass explosion hazard
- 1.2  Substances and articles which have a projection hazard but not a mass explosion hazard
- 1.3  Substances and articles which have a fire hazard and either a minor blast hazard or a minor projection hazard, or both, but not a mass explosion hazard
- 1.4  Substances and articles which present no significant hazard
- 1.5  Very insensitive substances which have a mass explosion hazard
- 1.6  Extremely insensitive articles which do not have a mass explosion hazard

**Class 2 – Gases**

- 2.1  Flammable Gases
- 2.2  Non-flammable, Non-toxic Gases
- 2.3  Toxic Gases

**Class 3 – Flammable Liquids**

**Class 4 – Flammable Solids**

- 4.1  Flammable Solids, Self-reactive Substances, Desensitised Explosives
- 4.2  Substances liable to Spontaneous Combustion
- 4.3  Substances which come in contact with water and emit Flammable Gases

**Class 5 – Oxidising Substances and Organic Peroxides**

- 5.1  Oxidising Agents
- 5.2  Organic Peroxides

**Class 6 – Toxic and Infectious Substances**

- 6.1  Toxic Substances
- 6.2  Infectious Substances

**Class 7 – Radioactive Material**

**Class 8 – Corrosive Substances**

**3 Dangerous goods information (continued)**

**Class 9 – Miscellaneous Dangerous Goods and Articles** ○

**NOTE:** As well as nine different 'Class' designators indicating the type of hazard a dangerous goods presents, a 'Packing Group' is assigned to dangerous goods according to the degree of hazard they present. These are as follows:

Packing Group I = Great danger

Packing Group II = Medium danger

Packing Group III = Minor

Classes 3, 4, 5.1, 6.1, 8 and some Class 9 substances have Packing Groups assigned to them.

Please provide details of any Packing Groups

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**4 Declaration**

In accordance with my / our duty of disclosure, I / We declare that the whole of these answers in the Questionnaire are true, that I / We have withheld no information whatsoever that might tend in any way to increase Zurich's risk, or to influence its decision regarding this information; and that I / We have not proposed for insurance in excess of the actual value of the motor vehicles described, and I / We undertake to exercise care, and reasonable precautions for the safety of the said motor vehicles. I / We agree that this Questionnaire and Declaration shall be the basis of the contract between me / us and Zurich.

I / We further agree that if this Questionnaire, in any part is filled in by any other person, such person shall be deemed my / our agent(s) and not the agent of the Company.

Signature	Date
X	/ /