



ZURICH®

# Goods in Transit (Carriers) Insurance

## 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 under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter you know, or could reasonably be expected to know, is relevant to our decision 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. This duty however, does not require disclosure of a matter that:

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

### Non-disclosure or Misrepresentation

If you make a misrepresentation to us, or if you do not comply with your duty of disclosure and we issue your policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or your duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and your duty of disclosure had been complied with; and
- we may also cancel your policy; or
- we may treat your policy as if it never existed if the misrepresentation or your non-compliance with your duty of disclosure was fraudulent.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your Information, you consent to our use of this Information which includes us disclosing your Information where relevant for the purposes, to your intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or damage.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose your Information to, a list of countries in which recipients of your Information are likely to be located, details of how you can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au), contact us by telephone on 132 687 or email us at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au)

## Information about this insurance

### The policy

Goods in Transit (Carriers) insurance is specifically designed for:

- carriers operating under conditions of carriage with a full disclaimer clause who wish to have the ability to make commercial settlements to their clients even when they may not be liable
- carriers operating without using a consignment note or conditions of carriage but who require protection for claims made against them whether or not they may be liable for the loss.

The Goods in Transit (Carriers) policy recognises the commercial needs of carriers to be insured for loss or damage to goods or death of livestock carried by them or their subcontractors without the need to prove liability. We will pay the owner of the goods or livestock for loss, damage or death caused by an insured event when the carrier requests us to.

In addition when a claim for loss, damage or death caused by an insured event is made on a carrier but the carrier has no business or commercial reason to request payment and doesn't want the claim to reflect on its claims record, we will defend any claim made on the carrier and pay approved legal costs. The carrier may still elect to have the claim paid at any time.

### 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.

### Events insured against

The Goods in Transit (Carriers) Policy provides two cover options.

#### Cover option 1 – comprehensive

- loss of or damage to goods (including shipping containers) caused by accident or deliberate act of a third party
- death of livestock caused by accident, natural causes or slaughter for humane reasons.
- This cover option automatically includes:
  - deterioration of goods arising from variation in temperature resulting from:
    - breakdown, malfunction or mismanagement of refrigerating machinery for at least four consecutive hours (subject to an excess of 10% of the value of the claim for mismanagement claims)
    - fire, explosion, lightning or flood
    - collision, overturning, jackknifing or derailment of conveyance
  - loss or damage to goods from the goods falling from or becoming unsecured within the conveyance provided reasonable steps are taken to secure the goods.

#### Cover option 2 – defined events

- loss of or damage to goods (including shipping containers)
- death (or slaughter for humane reasons following injury) of livestock caused by:
  - fire, explosion, lightning or flood
  - collision, overturning, jackknifing or derailment of conveyance
  - impact of the goods or livestock while on the conveyance with something not on or part of that conveyance (other than water).

### Optional extensions of cover

Additional expenses

- legal liability for compensation for consequential loss including delay and loss of market
- Sub-limit \$100,000 any one event, \$200,000 in the aggregate
- Defence costs in addition

### Optional events insured against (Cover option 2)

- theft, pilferage or non-delivery
- accidental loss/damage during loading and unloading
- deterioration of goods arising from variation in temperature resulting from breakdown, malfunction or mismanagement of refrigerating machinery for at least four consecutive hours (subject to an excess of 10% of the value of the claim for mismanagement claims) or following an event insured against.

### Other benefits

If an insured event has occurred the policy also covers:

- the cost of removal and disposal of damaged goods or livestock
- the reasonable cost of salvaging and onforwarding goods or livestock, including mustering and agistment of livestock
- irretrievable loss of livestock from wandering off
- legal costs incurred with our consent
- up to \$5,000 cover for loss or damage to insured's equipment (not part of or attached to the vehicle).

### Principal risks excluded

- storage at the election of or on the instruction of the owner of the goods or livestock
- wear and tear, ordinary leakage, ordinary loss in weight or volume or inherent vice of the goods
- delay, loss of market or consequential loss of any description (unless Additional expenses Optional extension of cover applies)
- mechanical or electrical breakdown or malfunction of goods where no external evidence exists of damage from an insured event
- losses occurring if the vehicle is driven by a person impaired by drugs or alcohol unless the insured did not know or could not reasonably have known of the driver's impaired condition.

### Sum insured

To recover the full amount of any loss it is essential to select a sum insured adequate to cover the maximum value of goods or livestock at risk from any one event.

### 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.

### Settling a claim

We will promptly handle any recoverable claim made against the carrier as soon as we are notified of it and will when requested promptly pay the claim to the parties concerned limited to the sum insured any one loss or series of losses arising from the same event. We will also pay approved legal costs.

### Other insurance policies for carriers

Our Carriers Cargo Liability Policy is a cost effective insurance 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.

For more information or a quotation 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 break-up

Refrigerated Goods %  Livestock %  Household removals %

General goods % Please provide details of general goods primarily carried

**4 Radius of transit**

Within 600 km of your postal address

In excess of 600 km of your postal address

**5 Business**

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)

Do you offer to insure your clients' goods?

Yes  No

If 'Yes', please provide details

**6 Security**

Do drivers lock unattended vehicles and remove keys?

Yes  No

Will goods be left in or on vehicle(s) overnight?

Yes  No

If 'Yes', are vehicles kept in security controlled premises?

Yes  No

Please provide details of the security and alarms used when the goods are left in or on vehicle(s) overnight

**7 Cover**

The Goods in Transit (Carriers) Policy provides two cover options. Information regarding the cover options can be found on page 1 under section 'Events insured against'. Please indicate  cover option required.

- Cover option 1 – comprehensive**
- Cover option 2 – defined events**

**Optional extension of cover**

Please indicate  Optional extensions of cover

- Additional expenses (consequential loss)

**Optional events insured against (Cover option 2) - please indicate  optional events required**

- theft, pilferage or non-delivery
- accidental loss/damage during loading and unloading
- breakdown, malfunction or mismanagement of refrigerating machinery

**Sum insured**

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

Excess required (in addition to any compulsory excess which may apply) Yes  No  If 'Yes', please provide details  
\$

**8 Financial**

Estimated annual gross freight earnings	
Refrigerated goods	\$
Livestock	\$
Household removals	\$
General goods	\$
<b>Total</b>	<b>\$</b>

**9 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 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

.....  
 .....

**10 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

Has any insurer ever cancelled or refused to renew your insurance?

Yes

No

If 'Yes', please provide details

**11 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