

Important Policy Information Please Read

Your Duty of Disclosure

Before entering into a contract of insurance, You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew, vary, extend or reinstate Your Policy. The same duty applies to any person making statements or providing information on Your behalf.

Information is material if it may influence a prudent Insurer in deciding whether or not to accept cover, renew or alter the Policy, the terms and conditions to operate, including the Premium payable.

Examples of information You may need to disclose include but are not limited to:

- anything that increases the risk of an insurance claim;
- subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past five years.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Allianz Australia Insurance Limited.

Non-disclosure

If You fail to comply with Your Duty of Disclosure, it may result in:

- the Policy being void;
- the Policy being cancelled; or
- the amount We pay if You make a claim being reduced.

Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both the Insured and the Insurer to act towards each other in utmost good faith. Failure to do so on the part of the Insured may prejudice any claim made under the policy or the continuation of insurance cover by the Insurer.

Privacy

Pursuant to the Privacy Act 1993 the following information is provided for Your benefit:

- the proposal collects personal information about You;
- the information is collected to evaluate the insurance being sought;
- the intended recipient of the information is Allianz Australia Insurance Limited;
- the information is being collected and held by Allianz Australia Insurance Limited at our registered office at Level 11, Tower 1, 205 Queen Street, Auckland, NZ 1010;
- the collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the insurance sought and is mandatory;
- the failure to provide this information may result in the application for insurance being declined, or the insurance being void from the beginning;
- You have rights of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

Insurer Financial Strength Rating

Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale* in summary form is:

AAA	Extremely Strong	B	Weak
AA	Very Strong	CCC	Very Weak
A	Strong	CC	Extremely Weak
BBB	Good	R	Regulatory Action
BB	Marginal		

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

*A full description of the rating scale is available at www.allianz.co.nz/insurer-rating.

An overseas policyholder preference applies. Under Australian law, if Allianz Australia Insurance Limited is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Allianz Australia Insurance Limited's Australian assets to satisfy New Zealand liabilities.

Subrogation

You may prejudice your rights in relation to a claim made under this policy if, without prior agreement from us, you make an agreement with a third party that will prevent us from recovering a loss from that or another party.

Change of Risk or Circumstance

It is vital that you provide us with notification of any changes in your risk profile or other circumstances occurring during the period of insurance which may be relevant to the terms and conditions of this insurance including but not limited to changes in business activities and acquisitions.

Please Note – This policy does not cover the transport of the goods listed below unless agreed to by us and specified in the schedule:

- Livestock
- bloodstock or stud or prize animals
- live plants and trees
- temperature controlled or perishable Goods
- works of art or antiques
- home contents and personal effects (domestic removals)
- property owned by You
- Motor Vehicles
- Dangerous Goods

Under no circumstances do We insure under this Policy:

- precious metals and stones, or jewellery
- money, cheques, credit or any
- document that represents or is exchangeable for money
- the specialised transport of cigarettes, tobacco/tobacco products
- radioactive Goods or explosive Goods

Policy Information

Allianz Carriers Insurance Package provides carriers the option of combining their Legal Liability to Cargo coverage and Transit damage coverage for goods carried in the normal course of transit under the one convenient policy.

The Policy is divided into sections for:

- Section 1 – Carrier’s Legal Liability To Cargo Carried – Limited Carrier’s Risk
- Section 2 – Carrier’s Legal Liability to Cargo Carried – Owners Risk, Declared Terms and Declared Value Risk Contracts
- Section 3 – Accidental Damage Cover
- Section 4 – Specified Perils Cover

Each of these sections provides a different type of cover. You select the sections that you wish indemnity for in the Proposal You submit to us. You are not automatically insured under each section. You are only covered for the sections that you have requested in this Proposal and which We have agreed to insure You for.

Our Carriers Legal Liability To Cargo sections (1 and 2) are cost effective covers designed for carriers that:

- Operate without utilising a consignment note or otherwise on Limited Carriers Risks terms
- Utilise written terms and conditions of cartage on the following terms:
 - (i) At Owner’s Risk
 - (ii) At Declared Value Risk
 - (iii) On Declared Terms

to protect their legal liability for property damage to the goods the carrier has contracted to carry occurring during the period of insurance.

Our Transit sections (3 and 4) recognise the need for carriers to accept a claim made against them regardless of strict liability for commercial reasons in certain circumstances. Where one of these sections is taken, the carrier is insured for loss or damage to goods or death of livestock carried by the carrier or their subcontractors without the need to prove liability. Under these sections, at the carriers request, we will indemnify them for loss, damage or death caused by an insured event. In addition, when a claim for loss, damage or death caused by an insured event is made on the carrier but the carrier has no business or commercial reason to request payment and the carrier doesn’t want the claim to reflect on their claims record, we will defend any claim made against them, and pay all legal costs we approve. The carrier may elect to discontinue such defense and have the claim settled under these sections at any time.

Consequential Loss Cover

Cover for Consequential Loss incurred by the owner of the Goods following loss or damage for which the carrier is liable, regardless of which cover option/ Section has been taken. Sublimits apply in the case of material damage cover options.

Additional Benefits

- Accumulation
- Acquired Companies
- Automatic Reinstatement
- Brands
- Business and Driver Property – \$2,000
- Container Demurrage Charges
- Debris Removal/Clean Up – \$100,000
- Fumigation and Decontamination – \$25,000
- General Average and Salvage
- Livestock – Agistment, Mustering, Wandering Off – \$25,000 (\$1,000/animal) each of the 3 covers
- Measures to Avert or Minimise Loss
- On-forwarding – \$25,000
- Packaging and Equipment – \$50,000
- Resecuring Costs – \$10,000
- Transport Outside Geographical Limits

Principal Exclusions

Full details of the policy exclusion are listed in the policy document, set out below are principal exclusions only:

- 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;
- mechanical or electrical breakdown or malfunction of goods where no external evidence exists of damage from an insured event;
- losses occurring when the vehicle is driven by a person whose faculties were impaired by drugs or alcohol in excess of that permitted by law unless you did not know or could not reasonably have known of the driver’s impaired condition.

Fair Insurance Code

Allianz Australia Insurance Limited supports the principles of the Fair Insurance Code. The purpose of this Code is to increase the standards of practice and service within the insurance industry.

To the extent the Code applies to this product, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website (www.icnz.org.nz).

IMPORTANT: The above is only a summary of the cover provided under each section.

Full details of the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request.

Please retain this section and complete the following application form in black or blue pen.

If there is insufficient space, attach additional information on a separate sheet of paper.

Proposal

Cover requested: From ____ / ____ / ____ To ____ / ____ / ____ at 4.00pm

Your Details

Proposer's Name (include Subsidiary Companies) _____

Address _____ State _____ Postcode _____

Telephone No. () _____ Fax No. () _____

Email _____

Website Address _____

Your Business Operations – General information applicable to all sections

How many years has the business been established? _____ years

How many vehicles do you own/operate? _____

Description of the goods carried _____

Specify the geographic area in which you operate and require cover (e.g. anywhere in New Zealand, etc) _____

Select **maximum** distance travelled from your base of operations Metro only Up to 300 Klm Over 300 Klm

Are drivers instructed to lock unattended vehicles and remove keys? Yes No

Are vehicles kept in security controlled premises when left unattended overnight? Yes No

If you have answered NO to either of these questions, please supply details of security for unattended vehicles _____

Estimated Total Gross Freight Earnings (GFE) for the next 12 months

	Goods Carried in Own Vehicles	Paid To Your Subcontractors	When You Subcontract to other Carriers
General Cargo	\$	\$	\$
Refrigerated/Perishable	\$	\$	\$
Livestock	\$	\$	\$
Motor Vehicles	\$	\$	\$
Other (Please specify)	\$	\$	\$
Total	\$	\$	\$

of which

	Goods Carried in Own Vehicles	Paid To Your Subcontractors	When You Subcontract to other Carriers
At Limited Carriers Risk	\$	\$	\$
At Owner's Risk	\$	\$	\$
On Declared Terms	\$	\$	\$
At Declared Value	\$	\$	\$
Total	\$	\$	\$

If you contract work out to subcontractors, do you utilise a standard sub-contract agreement with them? Yes No

If Yes, please provide a copy.

When subcontracting for other carriers, do you accept any liability? Yes No

If Yes, please provide details _____

Insurance History

Please provide details of expiring conditions with your current insurer. Where applicable, please specify if cover includes any material damage cover (regardless of strict liability) equivalent to that provided under Sections 3 and 4 e.g. Accidental Damage or, Fire, Flood, Collision and/or Overturning etc.

Do you currently have an excess?

Yes No

If Yes, please advise amount

\$ _____

(provide details if different excess applies in certain circumstances/for different sections)

Past Loss History

	Current Year	Previous Year 1	Previous Year 2
Actual Gross Freight Earnings	\$ _____	\$ _____	\$ _____
Claims Paid & Outstanding	\$ _____	\$ _____	\$ _____
Number of Claims	_____	_____	_____
Policy Excess if applicable	\$ _____	\$ _____	\$ _____
Name of Insurer	_____	_____	_____

Please specify whether any of these claims were paid as transit losses, regardless of strict liability

Cover Options

Section 1 – Carrier’s Legal Liability to Cargo Carried – Limited Carrier’s Risk

Do you require Carrier’s Legal Liability to Cargo Carried cover?

Yes No

If Yes, please complete the following questions

Sum Insured required for any one vehicle?

\$ _____

Gross Freight Earnings for Limited Carriers Risk Contracts

\$ _____

Section 2 – Carrier’s Legal Liability to Cargo Carried – Owner’s Risk, Declared Terms and Declared Value Risk

Do you use a Consignment Notes /Conditions of Carriage?

Yes No

If Yes, please attach copies to this proposal.

Cover under this section is only available where you utilise written terms and conditions of cartage which you have submitted to us, and we have approved, on the following terms:

- (i) At Owner’s Risk;
- (ii) At Declared Value Risk;
- (iii) On Declared Terms;

Where you agree on specific terms to apply to all shipments with a particular client, do you have that agreement signed by the client?

Yes No

Other than where there is a specific agreement with a client covering all shipments for them, do you ensure they are accepted in writing/acceptance indicated by signature prior to shipment?

Yes No

If No, please detail reason _____

Owners Risk

Sum Insured required for any one vehicle? \$ _____

Gross Freight Earnings (this contract type) \$ _____

Do you currently have an excess? Yes No

If Yes, please advise amount \$ _____

Declared Terms

Sum Insured required for any one vehicle? \$ _____

Gross Freight Earnings (this contract type) \$ _____

Do you currently have an excess? Yes No

If Yes, please advise amount \$ _____

Declared Value Risk

Sum Insured required for any one vehicle? \$ _____

Gross Freight Earnings (this contract type) \$ _____

Do you currently have an excess? Yes No

If Yes, please advise amount \$ _____

Section 3 – Accidental Damage cover

Do you require Section 3 Accidental Damage cover? Yes No

If Yes, please complete the following questions

Sum Insured required for any one vehicle, event or occurrence? \$ _____

Gross Freight Earnings (this section) \$ _____

of which

General Cargo	\$ _____
Refrigerated/Perishable	\$ _____
Livestock	\$ _____
Motor Vehicles	\$ _____
Other (Please specify)	\$ _____

List any specific contracts or types of goods to be covered under this section (specify % of gross freight earnings or \$ value for each contract/goods type and limit required for the contract, if different).

	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

Section 4 – Specified Perils cover

Do you require Specified Perils cover?

Yes No

If you answered Yes please complete the following questions

Sum Insured required for any one vehicle, event or occurrence?

\$ _____

Gross Freight Earnings (this section)

\$ _____

of which

General Cargo	\$
Refrigerated/Perishable	\$
Livestock	\$
Motor Vehicles	\$
Other (Please specify)	\$

List any specific contracts or types of goods to be covered under this section (specify % of gross freight earnings or \$ value for each contract/goods type and limit required for the contract, if different).

	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Declaration

This declaration concerns all the insurances being applied for.

Have you or any person applying for this insurance:

- In the last 10 years been convicted of or had any fines or penalties imposed for any crime involving drugs, dishonesty, arson, theft, fraud or violence against any person or property? Yes No
- Been placed in bankruptcy, receivership or liquidation within the last 10 years? Yes No
- In the last 5 years had any insurer decline any claim or proposal, cancel or refuse to renew a policy, increase premium or impose special terms, conditions or restrictions on a policy? Yes No

Note: If you have answered Yes to any of these questions, please provide full details _____

I/We acknowledge and declare that:

- I /we have received or have been offered a copy of the Policy Document;
- I /we have read the information concerning the Duty of Disclosure and other Important Notices;
- I /we have been truthful and accurate in completing this form and declaration and have not withheld any information likely to affect the terms of the acceptance of this insurance by the Insurer;
- I /we have either completed this form personally or, if it has been on my /our behalf, have checked that the questions have been fully and accurately answered;
- I /We understand that any statement made in this application will be treated as a statement made by all the people to be insured;
- upon acceptance of this proposal the terms and conditions of this insurance will be in accordance with the Policy Document;
- that I /we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information;
- an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified;
- if I /we have not complied with the Duty of Disclosure and Duty of Utmost Good Faith, a claim made under the Policy may not be met or only met in part.

Signed by first Proposer _____

Signed by second Proposer _____

Date ____ / ____ / ____

Date ____ / ____ / ____