

Carriers Transit Liability

Policy wording



Business Insurance for
a growing New Zealand

Welcome to NZI.

Thanks for selecting us as your insurer. This is your Carriers Transit Liability policy wording.



Why NZI

NZI is one of New Zealand's largest and most well-known insurance brands. We're proudly backed by IAG (Insurance Australia Group) New Zealand. IAG is Australasia's largest general insurer. At IAG, our purpose is to help make your world a safer place.



Get in touch

If you have any questions, or you would like more information on this insurance policy, please contact your broker.

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Introduction

About this policy	<p>This Carrier's Transit Liability Policy consists of:</p> <ul style="list-style-type: none">(a) this policy document, and(b) the schedule, and(c) any endorsements that have been applied,(d) the information provided in the application.
Duty of disclosure	<p>The insured has a legal duty of disclosure when they apply for insurance. This means the insured or anyone acting on the insured's behalf must tell us everything they know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding whether:</p> <ul style="list-style-type: none">(a) to accept or decline the insurance, and/or(b) the cost or terms of the insurance, including the excess. <p>The insured also has this duty every time their insurance renews and when they make any changes to it.</p> <p>If the insured or anyone acting on the insured's behalf breaches this duty, we may treat this policy as being of no effect and to have never existed. Please ask us if you are not sure whether you need to tell us about something.</p>
Defined words	<p>If a word is shown in bold, it has a specific meaning. There is a list of these words and what they mean in 'Section 9 – Definitions'.</p>
Examples	<p>We have used examples and comments to make parts of this policy document easier to understand. These examples and comments, which appear in <i>italics</i>, do not affect or limit the meaning of the section they refer to.</p>
Headings	<p>The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.</p>

1. Insurance agreement

1.1 Our agreement	<p>The insured agrees to pay us the premium and comply with this policy. In exchange, we agree to provide cover to the insured as set out in this policy.</p>
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2. What this policy covers

2.1 Carriage of goods liability	<p>A. Carrier's liability</p> <p>We will cover the insured for liability for accidental loss to goods that the insured contracts to carry in connection with the business, provided that the loss happens during the period of insurance while the goods are:</p> <ul style="list-style-type: none">1. in transit anywhere in New Zealand (including any loading and unloading), or2. temporarily housed (either on or off the carrying conveyance) in the normal course of transit, but not at any store, warehouse or holding pen owned or occupied by, or under the control of, the insured, unless solely for the purpose of an "incidental service" as defined by the CCLA. <p>B. Subcontractor's and actual carrier's liability</p> <p>We will cover the insured for liability to pay for accidental loss to goods carried by a subcontractor or actual carrier on the insured's behalf provided that the loss happens during the period of insurance and the subcontractor's or actual carrier's conditions of contract are no more extensive than that of the insured.</p> <p>This extension does not insure the subcontractor's or actual carrier's liability.</p>
2.2 Defence costs	<p>We will also cover the insured for all reasonable and necessary legal costs and legal expenses incurred with our prior written consent to defend any legal action covered by this policy.</p>

3. Automatic extensions

Subject to the terms of 'Section 2: What this policy covers' and all the other terms of this policy, the following extensions are included automatically. Some extensions have a specified sub-limit and excess and these will apply unless specifically stated otherwise in the **schedule**. Unless specifically stated otherwise, all sub-limits are included in and are not in addition to the **sum insured**.

- 3.1 Saving or attempting to save life or property in peril**
- If the **insured** chooses to waive the defence available to it under Section 260(d) of the **CCLA** which provides a defence to **liability** in certain circumstances, where that **liability** would otherwise have been covered under 2.1 'Carriage of goods liability', **we** will cover the **insured** for that **liability**. Exclusion 6.4 'Contractual Liability' does not apply to this extension.
- 3.2 Removal of debris**
- If the **insured** incurs **liability** covered under this policy, **we** will also cover the costs reasonably and necessarily incurred to:
- (a) recover, reload or trans-ship the **goods** to the nearest place of safety, and
 - (b) clean up and remove debris.
- This extension will also extend to cover such costs where the **goods** are carried by or on behalf of the **insured** under owner's risk, **declared value risk** and **declared terms** contracts provided that, the **insured** would have been liable and a claim covered under this policy if the contract had been a Limited Carrier's Liability contract.
- No cover is available under this extension until all other cover available to the **insured** under any other policy or policies has been exhausted
- The most **we** will pay under this extension for any **event** is \$50,000.
- 3.3 Consequential loss**
- We** will cover the **insured** for liability for consequential loss incurred by the owner of the **goods**, arising out of **loss** for which a claim is payable under 2.1 'Carriage of goods liability'.
- The most **we** will pay under this extension for any **event** is \$50,000.
- Exclusion 6.3 'Consequential loss' does not apply to this extension.
- 3.4 Invalidation**
- We** will cover the **insured** for **liability**, despite the existence of circumstances excluded by one or more of the following exclusions:
- 1. Exclusion 6.1 – Alcohol, Drugs, and Other Intoxicating Substances,
 - 2. Exclusion 6.6 – Excessive Loads,
 - 3. Exclusion 6.11 – Intentional or Reckless Acts,
 - 4. Exclusion 6.18 – Unlicensed Drivers,
 - 5. Exclusion 6.19 – Unsafe Vehicles,
 - 6. Exclusions 6.21 – Work Time Rules,
- provided that:
- (a) the driving, acts or omissions in the excluded circumstances was without the knowledge of the **insured**, and
 - (b) the **insured** has not waived any right of recovery against the driver or person responsible, and
 - (c) the **insured** co-operates fully with **us** and the police in pursuit of reparation from the driver or person responsible.
- The **liability** of the driver or the person responsible for the **loss** is not insured under this extension. For the purposes of this extension only, the knowledge of the **insured** is deemed to include the knowledge of:
- (i) any person employed by the **insured** with the authority of the **insured** to control the conduct of the driver or person responsible, or
 - (ii) the driver or person responsible, if the driver or person is of such senior position within the business of the **insured** that his/her knowledge is by law deemed to be the knowledge of the **insured**.

4. Optional extensions

Subject to the terms of Section 2 'What this policy covers', and all other terms of this policy, the following extension is optional and only applies where it is specified in the **schedule**.

Unless specifically stated otherwise, all sub-limits are included in and are not in addition to the **sum insured**.

4.1 Declared value risk or declared terms

We will cover the **insured** for liability in the same manner as provided in 2.1 'Carriage of goods liability' when the **insured** has contracted to carry the **goods** pursuant to a **declared value risk** or on **declared terms** provided that before carrying **goods** under any such contract the **insured** has:

- (a) provided to **us** details of the **declared value risk** or the **declared terms**, and
- (b) paid any additional premium **we** may require.

The most that **we** will pay under this Optional Extension is the amount shown in the **schedule**.

5. Basis of settlement

5.1 Maximum amount payable

Carriage of goods liability

The most **we** will pay under 2.1 'Carriage of goods liability' in total for any **event** is the **sum insured**.

Defence costs

In addition to the cover provided under 2.1 'Carriage of goods liability', the most **we** will pay under 2.2 'Defence costs' for any **event** is \$1,000,000.

5.2 Excess

For each **event**, the excess shown in the **schedule** will be deducted from the amount of the **insured's** claim.

6. Exclusions

6.1 Alcohol, drugs and other intoxicating substances

This policy does not cover any **loss** or liability when the vehicle is being used by any person, including the **insured**, who:

- (a) has a proportion of alcohol in their breath or blood that exceeds the legal limit, or
- (b) is under the influence of any other intoxicating substance or drug, or
- (c) fails or refuses to supply a breath or blood sample as required by law, or
- (d) fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This exclusion does not apply to any **loss** or liability arising from theft or illegal conversion of the vehicle.

6.2 Confiscation

This policy does not cover any **loss** or liability in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any immediate and imminent threat of **loss** provided that the **loss** would be covered by this policy if it did occur).

6.3 Consequential loss

This policy does not cover any **loss** or liability for loss of market, or delay or consequential loss of any kind.

6.4 Contractual liability

This policy does not cover any **loss** or liability arising out of, or in connection with a contract entered into by the **insured**, which provides a limit of liability which is greater than that specified in Section 259 of the **CCLA**.

6.5 Electrical or mechanical malfunction liability

This policy does not cover any **loss** or liability caused solely by the electrical or mechanical malfunction of the **goods** that the **insured** has contracted to carry.

6.6 Excessive loads

This policy does not cover any **loss** or liability in connection with :

- (a) loading or operating a vehicle contrary to the manufacturer's recommended specifications, or
- (b) loading or operating a vehicle contrary to the law, or its ancillary plant or machinery being operated contrary to the law.

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6.7 Fines and penalties	<p>This policy does not cover any liability for:</p> <ul style="list-style-type: none">(a) any fine or penalty imposed, whether under contract or statute, or(b) punitive, aggravated, liquidated, or exemplary damages.
6.8 Goods in storage	<p>This policy does not cover any loss or liability for goods while the goods are in any store, holding yard, pen or the like which is owned or occupied by the insured or under the insured's control, unless such storage or holding is solely for the purpose of an "incidental service" as defined by the CCLA.</p>
6.9 Gradual damage	<p>This policy does not cover any loss or liability for damage arising out of or in connection with corrosion, rust, rot, mould, mildew, fungi, or deterioration due to lack of use, aesthetic defects, atmospheric conditions, the action of light or any other gradually operating cause or gradual deterioration.</p>
6.10 Incorrect statement or omissions	<p>This policy does not cover any loss or liability incurred or increased by an incorrect statement in or omission from the insured's consignment note, bill of lading or other document evidencing the contract of carriage.</p>
6.11 Intentional or reckless acts	<p>This policy does not cover any loss or liability arising from or in connection with any intentional or reckless act or omission.</p>
6.12 Nuclear	<p>This policy does not cover any loss or liability in connection with:</p> <ul style="list-style-type: none">(a) ionising radiation or contamination by radioactivity from:<ul style="list-style-type: none">(i) any nuclear fuel, or(ii) any nuclear waste from the combustion or fission of nuclear fuel.(b) nuclear weapons material.
6.13 Sanctions	<p>We will not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under any United Nations resolution or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, United Kingdom or United States of America or any other sanction, prohibition or restriction with which we are obligated to comply with.</p>
6.14 Seepage and pollution	<p>This policy does not cover any loss or liability caused by or in connection with any seepage, pollution or contamination.</p>
6.15 Ship navigation or operation	<p>This policy does not cover any loss or liability arising out of or in connection with the management, operation or navigation of any ship or aircraft in which the insured has an interest as owner, charterer, lessor, lessee or financier or in which the insured otherwise has a legal or equitable interest.</p>
6.16 Terrorism	<p>This policy does not cover any loss, liability, prosecution or expense of any type in connection with an act of terrorism, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.</p>
6.17 Types of goods not covered	<p>This policy does not cover any liability for loss to:</p> <ul style="list-style-type: none">(a) jewellery, gold and silver articles, precious stones, bullion, cash, banknotes, deeds, bonds, bills of exchange and other documents representing money,(b) aircraft of any kind including helicopters,(c) accessories in or on any aircraft or helicopter,(d) household goods and personal effects carried for the purpose of household removal, unless the insured did not know, and could not reasonably have known, that household or personal effects were being, or were to be, carried,(e) office furniture carried for the purpose of office removal, unless the insured did not know, and could not reasonably have known, that office furniture was being, or was to be carried,(f) tobacco or tobacco products.

6.18 Unlicensed drivers

This policy does not cover any **loss** or liability when any vehicle is being used by a person who:

- (a) does not hold a driver's licence appropriate for the class or operation of the vehicle (or the vehicle's components), unless the:
 - (i) driver has held, (and is not disqualified from holding or obtaining) and actually obtains, such a licence without a further driving test, or
 - (ii) vehicle is being used for the purpose of teaching a learner to drive, and all the requirements of the law are being complied with, or
- (b) breaches any licence conditions that apply when driving the vehicle or the vehicle's components.

6.19 Unsafe vehicles

This policy does not cover any **loss** or liability if the vehicle is being used in an unsafe condition.

This includes any condition:

- (a) which is contrary to any recommendation by the manufacturer of the vehicle, or
- (b) as a result of which the vehicle is not fit to deal with any peril likely to be encountered during the course of its operation, when the **insured**, or any driver was (or should have been) aware of that condition.

This exclusion does not apply to any **loss** or liability arising from theft or illegal conversion of the vehicle.

6.20 War

This policy does not cover any **loss** or liability in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

6.21 Work time rules

This policy does not cover any **loss** or liability in connection with a vehicle being used in breach of any enactment or regulations relating to work time or logbook rules.

This exclusion does not apply to any **loss** or liability arising from theft or illegal conversion of the vehicle.

7. Claims conditions

The insured's obligations

7.1 Advise us

If the **insured** becomes aware of any event that is likely to give rise to a claim under this policy regardless of the anticipated quantum, they must contact **us** immediately.

7.2 Be honest

If the **insured's** claim is dishonest or fraudulent in any way, **we** may:

- (a) decline the claim either in whole or in part, or
- (b) declare this policy or all policies the **insured** has with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

7.3 Co-operation

The **insured** must, at its own cost, provide all information and reasonable assistance to **us** to determine cover under this policy and to enable **us** to investigate, defend or settle a claim.

7.4 Do not admit liability

The **insured** must not:

- (a) admit liability, or
- (b) do or say anything that may prejudice **our** ability to defend the claim against the **insured** or take recovery action in the **insured's** name.

7.5 Do not dispose of property

The **insured** must not dispose of any property involved in the claim until **we** have given permission to do this.

7.6 Minimise the loss

The **insured** must take all reasonable steps to minimise the claim and avoid any further **loss** or liability arising.

The **insured** must send a completed pro forma claim/initial notice of loss to any **actual carrier** who may be responsible under the **CCLA** for the **loss**, or may have been in possession of the **goods** within 10 days of notification of the **loss**.

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7.7 Notify the Police

The **insured** must immediately notify the Police if they suspect criminal activity has occurred.

7.8 Obtain our agreement

The **insured** must obtain **our** agreement in writing before:

- (a) incurring any expenses in connection with any claim under this policy, or
- (b) negotiating, paying, settling or denying any claim against them,
- (c) doing anything that may prejudice **our** rights of recovery.

7.9 Other insurance

The **insured** must notify **us** as soon as they know of any other insurance policy that covers them for any of the risks covered under this policy.

This policy does not cover the **insured's** liability or loss at all if the liability or loss is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

7.10 Provide full information

When making a claim, the **insured** consents to any personal information in connection with the claim being:

- (a) disclosed to **us**, and
- (b) transferred to the Insurance Claims Register Limited.

The **insured** must:

- (i) give **us** free access to examine and assess the claim, and
- (ii) send any relevant correspondence or documents to **us**, and
- (iii) complete a claim form and/or statutory declaration to confirm the claim if **we** request it, and
- (iv) provide any other information, proof of ownership or assistance that **we** may require at any time.

7.11 Waiver of legal privilege

The lawyers **we** instruct to act on behalf of the **insured** in relation to any claim against the **insured**, are at liberty to disclose to **us** any information they received in that capacity, including information they received from the **insured**. The **insured** authorises the lawyer to disclose this information to **us**.

How we manage a claim

7.12 Allocation of defence costs

If a claim is only partly covered by this policy, **we** will attempt to ensure fair and proper allocation of the defence costs for covered and uninsured portions.

If **we** and the **insured** are unable to agree upon the allocation of the defence costs then that allocation will be decided by a lawyer that **we** and the **insured** agree to instruct, whose determination will be binding. The cost of the lawyer's determination is to be taken as part of the defence costs covered under this policy.

If **we** and the **insured** cannot agree on a lawyer, then a lawyer will be appointed by the President of the New Zealand Law Society.

7.13 Defence of a claim

We have the sole right (which will be a condition precedent to the **insured's** right to be covered) to:

- (a) act in the **insured's** name and on the **insured's** behalf to defend, negotiate or settle a claim as **we** see fit,
- (b) appoint **our** own lawyers to defend or legally represent the **insured** and the lawyers will report directly to **us**.

7.14 Discharge of a claim

We may elect at any time to pay the **insured**:

- (a) the maximum amount payable under this policy in relation to a claim, or
- (b) any lesser sum that the claim against the **insured** can be settled for.

Once **we** have paid this (including any defence costs already incurred up to the date of the election), **our** responsibility to the **insured** under this policy for that claim is met in full.

7.15 Subrogation

We may assume the **insured's** legal right of recovery. The proceeds of any recovery will be applied first to the costs of effecting the recovery, then to **us** for amounts paid for a claim. Any remaining balance will be paid to the **insured** for uncovered loss and then the **insured's** excess.

We will not exercise any rights of recovery against any employee unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee. The **insured** must fully co-operate with any recovery process.

8. General conditions

How we administer this policy

- 8.1 Assignment** The **insured** may not assign this policy or any interest under this policy without **our** prior written consent.
- 8.2 Cancellation**
- By the insured
- The **insured** may cancel this policy at any time by notifying **us**. If they do, **we** will refund any premium that is due to the **insured** based on the unused portion of the **period of insurance**. The **insured** must pay any outstanding premium due for the expired portion of the **period of insurance**.
- By us
- We** may cancel this policy by giving the **insured**, or their broker, notice in writing or by electronic means, at the **insured's**, or their broker's last known address. The policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund any premium that is due to the **insured** based on the unused portion of the **period of insurance**.
- 8.3 Change of terms** **We** may change the terms of this policy (including the excess) by giving the **insured**, or their broker, notice in writing or by electronic means, at the **insured's**, or their broker's, last known address. Unless otherwise specified in the notice the change in terms will take effect from 4pm on the 30th day after the date of the notice.
- 8.4 Currency** Any amounts shown in this policy or in the **schedule** are in New Zealand dollars, unless otherwise specified in the **schedule**.
- 8.5 Disputes about this policy** The law of New Zealand applies to disputes about this policy and the New Zealand Courts have exclusive jurisdiction.
- 8.6 Goods and services tax** All amounts in this policy include GST.
- 8.7 Legislation changes** Any reference to any Act of Parliament or subordinate rules referred to in this policy includes any amendments made or substitutions to that law.

The insured's obligations

- 8.8 Change in circumstances**
- The **insured** must tell **us** immediately if there is a material:
- (a) increase in the risk insured, or
 - (b) alteration of the risk insured.
- Once the **insured** has told **us** of the change, **we** may then cancel or alter the premium and/or the terms of this policy.
- If the **insured** fails to notify **us** about a change in the risk insured, **we** may:
- (a) declare this policy unenforceable, and/or
 - (b) decline any subsequent claim either in whole or in part.
- These actions will be taken from the date the **insured** knew, or ought to have known, of the increase or alteration in the risk insured. *For avoidance of any doubt, information is 'material' where we would have made different decisions about either:*
- (i) *accepting your insurance, or*
 - (ii) *setting the terms of your insurance,*
- if we had known that information. If in any doubt, notify us anyway.*
- 8.9 Comply with the policy**
- The **insured** (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If:
- (a) the **insured**, or
 - (b) any other person or entity covered under this policy, or
 - (c) anyone acting on the **insured's** behalf,
- breaches any of the terms and/or conditions of this policy, **we** may:
- (i) decline the claim either in whole or in part, and/or
 - (ii) declare either this policy or all insurance the **insured** has with **us** to be of no effect and to no longer exist.

- 8.10 True statements and answers** True statements and answers must be given, whether by the **insured** or any other person, when:
- (a) applying for this insurance, and/or
 - (b) notifying **us** regarding any change in circumstances, and/or
 - (c) making any claim under this policy, and communicating with **us** or providing any further information regarding the claim.
- 8.11 Reasonable care** The **insured** must take reasonable care at all times to avoid circumstances that could result in a claim, including in particular but without limitation:
- (a) complying with any customer's instruction to obtain a signature upon delivery of their **goods**,
 - (b) ensuring that any carrying vehicle is suitable for the purpose for which it is, or will be, used; and where left unattended, removing the keys from and locking the carrying vehicle and where a vehicle alarm or vehicle immobiliser is fitted, ensuring that this is activated.

9. Definitions

accident	Unexpected and unintended by the insured .
act of terrorism	Includes any unlawful act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: <ul style="list-style-type: none"> (a) involves violence against one or more persons, or (b) involves damage to property, or (c) endangers life other than that of the person committing the action, or (d) creates a risk to health or safety of the public or a section of the public, or (e) is designed to interfere with or disrupt an electronic system.
actual carrier	Has the meaning ascribed by Section 246 of the CCLA .
application	The information provided to us by the insured or on the insured's behalf when the insured purchased this insurance or requested a quotation for this insurance from us .
business	The business named in the schedule .
CCLA	Contract and Commercial Law Act 2017.
declared terms	Has the same meaning as is given in the CCLA .
declared value risk	Has the same meaning as is given in the CCLA .
event	Any one event or series of events arising from one source or original cause.
goods	Goods, baggage, and chattels of any description, including animals and plants.
insured	The person or entity shown as the Insured in the schedule . This includes any of the following: <ul style="list-style-type: none"> (a) any existing subsidiary company of that entity provided they are incorporated in New Zealand, (b) any other organisation: <ul style="list-style-type: none"> (i) where the named Insured exercises more than 50% management control, and (ii) over which the named Insured is exercising active management, and (iii) that is incorporated or based in New Zealand, (c) any director, executive officer, employee or partner of: <ul style="list-style-type: none"> (i) that person or entity, or (ii) any entity referred to in (a) and (b) above, but only while acting in that capacity.
liability	Legally liable pursuant to the CCLA , Part 5, Subpart 1 – Carriage of goods but only by virtue of a limited carrier's risk contract.
loss	Physical loss or physical damage.

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period of insurance	The 'Period of Insurance' shown in the schedule , that specifies the start and end dates of this insurance policy.
schedule	The latest version of the 'Schedule' we have issued to the insured for this policy.
sum insured	The amount shown in the schedule .
we	NZI, a business division of IAG New Zealand Limited. <i>We may also use the words 'us', 'our', to describe NZI.</i>

Pro Forma claim / initial notice of loss

A copy of this form should be emailed to any actual carrier who may be responsible under the Contracts and Commercial Law Act 2017 for loss or damage to the items detailed below, or may have been in possession of the goods at that time. As per the Act, this Pro Forma / Initial notice needs be lodged with the actual carrier within 10 days of notification of loss or damage.

To (Name of Carrier / Transport Company): _____

Date: _____

From Company: _____

Company Address: _____

Contact Person: _____ Telephone: _____

Email: _____

Location of Cargo:

(Cargo may be examined at this address. Please advise us prior to attending as we may wish to conduct a joint survey):

Contact Person at Cargo Location:

Telephone: _____ Email: _____

We hold you responsible for loss / damage to:

Transport Document Number: _____

Name of Vessel / Airline / Local Carrier: _____

Transit: From _____ To _____

Estimate of Loss: _____ Currency: _____

Date of Loss: _____

Yours faithfully,

Name: _____ Title: _____

