Carriers Transit Liability.

Policy wording.





About your policy



We've designed this document to help you clearly understand the terms of your policy, but if you're unsure about anything, please call us on **0800 782 838** and we'll be happy to explain.

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Carriers Transit Liability

Policy wording

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Introduction About this policy This Carrier's Transit Liability Policy consists of: (a) this policy document, and (b) the schedule, and (c) any endorsements that have been applied. **Duty of disclosure** 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: (a) to accept or decline the insurance, and/or (b) the cost or terms of the insurance, including the excess. The insured also has this duty every time their insurance renews and when they make any changes to it. 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. **Defined words** 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'. Examples We have used examples and comments to make parts of this policy document easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to. Headings 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.

1. Insurance agreement

1.1 Our agreement The **insured** agrees to pay **us** the premium and comply with this policy. In exchange, and in reliance on the information provided in the **application**, **we** agree to provide cover to the **insured** as set out in this policy.

2. What this policy covers

2.1 Carriage of goods liability	A. Carrier's liability
	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:
	1. in transit anywhere in New Zealand (including any loading and unloading), or
	 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.
	B. Subcontractor's and actual carrier's liability
	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 .
	This extension does not insure the subcontractor's or actual carrier's liability.
2.2 Defence costs	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.

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	f 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	3.4 InvalidationWe will cover the insured for liab more of the following exclusions:		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:	
		 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 extension

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.

Declared value risk or declared terms	liab	will cover the insured for liability in the same manner as provided in 2.1 'Carriage of goods ility' when the insured has contracted to carry the goods pursuant to a declared value risk or 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 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

J. Dasis 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.
6.7 Fines and penalties	This policy does not cover any liability for:
-	(a) any fine or penalty imposed, whether under contract or statute, or
	(b) punitive, aggravated, liquidated, or exemplary damages.

6.8 Goods in storage	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 .
6.9 Gradual damage	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.
6.10 Incorrect statement or omissions	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.
6.11 Intentional or reckless acts	This policy does not cover any loss or liability arising from or in connection with any intentional or reckless act or omission.
6.12 Nuclear	This policy does not cover any loss or liability in connection with:
	(a) ionising radiation or contamination by radioactivity from:
	(i) any nuclear fuel, or
	(ii) any nuclear waste from the combustion or fission of nuclear fuel.
	(b) nuclear weapons material.
6.13 Sanctions	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, the United Kingdom or the United States of America or any other sanction, prohibition or restriction with which we are obligated to comply with.
6.14 Seepage and pollution	This policy does not cover any loss or liability caused by or in connection with any seepage, pollution or contamination.
6.15 Ship navigation or operation	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.
6.16 Terrorism	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 .
	against, or responding to an act or terrorism.
6.17 Types of goods not covered	This policy does not cover any liability for loss to:
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6.17 Types of goods not covered	This policy does not cover any liability for loss to:(a) jewellery, gold and silver articles, precious stones, bullion, cash, banknotes, deeds, bonds, bills
6.17 Types of goods not covered	 This policy does not cover any liability for loss to: (a) jewellery, gold and silver articles, precious stones, bullion, cash, banknotes, deeds, bonds, bills of exchange and other documents representing money,
6.17 Types of goods not covered	 This policy does not cover any liability for loss to: (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,
6.17 Types of goods not covered	 This policy does not cover any liability for loss to: (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
6.17 Types of goods not covered	 This policy does not cover any liability for loss to: (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
6.17 Types of goods not covered 6.18 Unlicensed drivers	 This policy does not cover any liability for loss to: (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 be insured did not know, and could not reasonably have known, that be insured did not know, and could not reasonably have known, that be insured did not know, and could not reasonably have known, that be insured did not know, and could not reasonably have known, that office furniture was being, or was to be carried,
	 This policy does not cover any liability for loss to: (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 free furniture was being, or was to be carried, (f) tobacco or tobacco products.
	 This policy does not cover any liability for loss to: (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. 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
	 This policy does not cover any liability for loss to: (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 freasonably have known, that office furniture was being, or was to be carried, (f) tobacco or tobacco products. 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,

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 .		
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, or		
	(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 notice in writing or by electronic means, at the insured'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 notice in writing or by electronic means, at the insured'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.
8.8 Premium payment options	The insured may choose either an annual or a monthly renewable contract.
	If the insured has elected a monthly renewable contract, then:
	(a) the insured must pay by direct debit using the Direct Debit Authority we require, and
	(b) the policy is for the initial period of insurance stated in the schedule , and
	(c) the policy will be renewed for further monthly periods of insurance upon receipt of the renewal premium due under the Direct Debit Authority, and
	(d) the policy terms, including the premium, will be reviewed on the anniversary date stated in the schedule .
The insured's obligations	
8.9 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.

Policy wording

8.10 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: decline the claim either in whole or in part, and/or (i) declare either this policy or all insurance the insured has with us to be of no effect and to no (ii) longer exist. 8.11 True statements and answers True statements and answers must be given, whether by the insured or any other person, when: applying for this insurance, and/or (a) (b) notifying us regarding any change in circumstances, and/or making any claim under this policy, and communicating with us or providing any further (c) information regarding the claim. 8.12 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:
	(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 . It also includes any subsequent information the insured provides us with.
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:	
	(a) any existing subsidiary company of that entity provided they are incorporated in New Zealand	
	(b) any other organisation:	
	(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:	
	(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.	
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	AMI, a business division of IAG New Zealand Limited.	
	We may also use the words 'us', 'our', to describe AMI.	

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 of loss needs be lodged with the actual carrier within 10 days of notification of loss or damage.

To (Name of Carrier / Transport Company):	
Date:	
Company Address:	
Contact Person:	Telephone:
Email:	
Location of Cargo:	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:	То:
Estimate of Loss:	Currency:
Date of Loss:	
Yours faithfully,	
Name:	Title:

Thanks for insuring with AMI

Call us on **0800 782 838** or visit ami.co.nz/business

