



Proposal Form

Commercial Motor Vehicle

IMPORTANT NOTICE

Please read the following before proceeding to complete this proposal form

When completing your proposal, you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you. This is important to ensure that you make proper disclosure in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

Your Duty of Disclosure

Before you enter into a contract of Commercial Motor Vehicle insurance with an Insurer, you have a duty to disclose to the Insurer every matter that you know, or could reasonably be expected to know about yourself and others to be insured, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of Commercial Motor Vehicle insurance.

Your duty however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after the Proposal Form has been completed up until the time the Policy is entered into.)

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a Claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract in its entirety. It is therefore vital that you make sufficient enquiries BEFORE you complete your Proposal Form and BEFORE you sign any declaration that there has been no change in the information provided.

Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the Policy, but you have agreed with that person either before or after the inception of the Policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the Policy for any such loss or damage.

Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

When Completing this Proposal Form

- Please answer all questions honestly, giving full and complete answers.
- It is the duty of the Applicant to provide all information that is requested in the Proposal Form as well as to add any additional relevant facts.

Note: A relevant fact is a fact and/or circumstance that may influence the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker.

- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to the question.
- The Proposal Form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting Commercial Motor Vehicle insurance for the organisation who acts as the Applicant.

This proposal form DOES NOT BIND the Applicant or the Insurer to complete the insurance but will form part of any insurance.

Privacy Collection Statement

We are committed to protecting your privacy and complying with the Privacy Act 2020 (NZ) (Privacy Act).

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else, you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies). If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at privacy@dualnewzealand.co.nz or access it via our website using the following [link](#).

Fair Insurance Code

Our policies are Insurance Council of New Zealand's Fair Insurance Code of Practice compliant, apart from any claims adjusted outside New Zealand. Underwriters at Lloyd's and IUA proudly support the Fair Insurance Code. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of this Code is available by contacting IUA on +64 09 914 6440 or from the Insurance Council of New Zealand's website at www.icnz.org.nz.

Section 1 | Details of Insured

Insured Name: _____

Occupation: _____

Broker: _____

Period of Insurance: **From** / / **to** / / **at 4:00pm**

Amount of indemnity required: _____ Per Occurrence and in the aggregate in respect of Products Hazard.

Amount of excess: _____ Per Occurrence.

Section 2 | Vehicle Details

Note: please attach a schedule if more than 3 vehicles.

Item No.	Year	Make and Model	Reg. No.	cc Rating	Sum Insured (\$)

1. Is there any non-factory fitted equipment over \$1,500? Yes [] No []
2. Is an approved alarm system installed? Yes [] No []
3. Are there any other anti-theft devices? Yes [] No []
4. Is a fire extinguisher carried? Yes [] No []
5. Is the vehicle turbo powered? Yes [] No []
6. Is the vehicle left hand drive? Yes [] No []
7. Is the vehicle securely garaged overnight? Yes [] No []

if YES, please give details of the address where garaged: _____

8. Have there been any modifications? Yes [] No []

if YES, please give details _____

9. Interested Parties (please list): _____

Section 3 | Choice of Cover

- a. Full Cover
- b. Third Party Fire and Illegal Conversion
- c. Third Party Fire
- d. Named Drivers (two aged 25 years or older)
- e. Named Drivers (two aged 25 years or older)
- f. Exclude Drivers under 25 years

Section 4 | Drivers

Please provide details of ALL persons, including yourself, who will drive the vehicle(s):

Full Name	Occupation	Date of Birth	Years Licenced	Percentage Used %

If the Principal Driver is under 25 years of age, there is no cover while the Vehicle is being used by any other person who is under the age of 25 years other than those listed as 'Intended Drivers' on the Schedule.

Section 5 | Excess

The following excesses apply:

1% of the Vehicle Sum Insured, subject to a minimum \$500 - plus the following additional deductibles apply in respect of:

- A person aged from 21 and less than 25 years of age - \$500;
- A person under 21 years of age or a person who has not held a current licence for the 12 months immediately preceding the date of loss - \$1,000;
- Unnamed drivers - \$250.

Section 6 | General Questions

Have you or any other person to be covered under this Policy or any other person who may benefit from this Insurance:

- In the past 5 years been involved in any motor accident? Yes No
- Ever had a vehicle or its accessories stolen or burnt (whether an insurance claim was made or not)? Yes No

3. Been convicted of or charged with any driving offence (including speeding) or been issued with an offence or infringement notice (other than parking) in the past 5 years? Yes [] No []
4. Had their licence cancelled, suspended, or endorsed, or been disqualified from driving? Yes [] No []
5. Any hearing or eyesight impairment or any physical or mental handicap not endorsed on their licence? Yes [] No []
6. Had any criminal convictions not subject to the 'clean slate' scheme under the Criminal Records Act 2004 and does not have a pending prosecution for a criminal offence? Yes [] No []
7. Ever withdrawn a claim? Yes [] No []
8. Ever had insurance voided, refused, cancelled, renewal not offered, special conditions imposed or a claim refused? Yes [] No []

If YES to any of the above, please provide further details: _____

Section 7

Previous Insurance Details

Insurer	Type of Cover	Years Held	No Claims Discount

Section 8

Declaration

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree(s) that should any of the information given by us alter between the date of this Proposal and the inception date of the insurance to which this Proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' at the beginning of this Proposal. The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

The undersigned acknowledges that they have read the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

Full Name: _____

Position: _____

Signature: _____ Date: / /

IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT, PLEASE CONTACT THE BROKER OR AGENT, SINCE NON-DISCLOSURE MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY

We recommend that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this proposal form and correspondence).