

Carrier's Liability Policy Wording - Features and Benefits



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Plain English Wording

The new Vero Marine Carrier's Liability policy wording is a Plain English wording. While cover is still based on the New Zealand Carriage of Goods Act 1979 liabilities, the revised policy provides some additional covers.

Optional sections

The policy is sectionalised and cover provided for the relevant sections applicable to each individual insured. For example, a carrier contracts to carry most cargo on LCR terms but then agrees a declared terms contract for a particular client, XXX Ltd. The policy would provide cover for standard LCR contracts and also would include a Declared Terms section for the goods carried for XXX Ltd, provided we have the details of the contract with XXX Ltd.

Cover for goods carried at Owner's Risk

We have included a section for goods carried at Owner's Risk. Even though a carrier has no liability to cargo owners for damaged/lost goods carried at Owner's Risk, a carrier may find themselves out of pocket insofar as Removal of Debris and/or Expediting Expenses charges subsequent to an accident. Such charges may now be covered under the new Vero Marine policy.

Automatic Maximum Limit of Liability

The limit for the Carrier's Liability policy will now automatically be set at NZD 2,000,000 any one occurrence. In most cases this should be more than adequate, however, higher limits may be negotiated with your Vero Marine underwriter. Note that no discount to premium will be given should a client elect a lower limit.

Debris Removal and Clean-up Costs

This extension is automatically included, up to a limit of NZD 50,000 *in addition to* the Policy Limit. It is triggered once a valid claim under the standard policy wording has been established. The extension covers the additional costs incurred in removing debris and subsequent clean-up (following an accident) of destroyed goods.

Expediting Expenses

This extension is automatically included, up to a limit of NZD 50,000 *in addition to* the Policy Limit. It is triggered once a valid claim under the standard policy wording has been established. The extension covers the additional costs incurred in carrying any goods surviving an accident to their original destination.

Consequential Loss cover

Cover for consequential loss is now an automatic extension for LCR cover sections, up to a limit of NZD 50,000 any one loss *in addition to* the Policy Limit. This extension may be available on application for Declared Value and Declared Terms contracts. Consequential loss liability is only triggered in the event that the client is legally liable for this under their terms and conditions of trade. The New Zealand Carriage of Goods Act 1979 is silent on the issue of Consequential Loss.

Intoxicating Liquor or drugs and inappropriate licences

Previously, there has been an absolute exclusion for any claims resulting from the actions of a driver whilst under the influence of liquor or drugs and those drivers operating without the appropriate licence. While this exclusion is still in place, it does not apply if the managers were unaware of the substance use or licence breach.

Premium Structure

A minimum company premium and standard minimum deductible applies, which makes the product ideal for owner-operator carriers that operate only on a local/town basis.

Note: *This is a summary only. Please refer to the Policy Document for the full conditions and exclusions.*

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