



ZURICH

# Driver's Questionnaire

## Privacy

Zurich respects your privacy. Before we collect personal information you should know the following things:

We require personal information about you to assess your request for insurance and to administer the policy.

- Where relevant for this purpose, we will disclose your personal information (other than sensitive information such as health information) to your intermediary.
- We will also, where relevant, disclose your personal information, including sensitive information, to our service providers (including loss adjusters, administrators, reinsurers) and to our business partners for this purpose. By submitting your personal details, you consent to those organisations collecting and us disclosing personal and sensitive information about you for this purpose.
- A list of the type of service providers and business partners we commonly use is available on request, or on our website. Go to [www.zurich.com.au](http://www.zurich.com.au) and click on the Privacy link on our home page.
- If you do not provide the requested information, your proposal may not be accepted, we may not be able to administer your policy or you may breach your duty of disclosure, the consequences of which are set out in the Duty of Disclosure notice.
- We may also disclose personal information about you where we are required or permitted to do so by law.
- In most cases, on request, we will give you access to the personal information we hold about you. In some circumstances, we may charge a fee for giving you access, which will vary but will be based on our costs.

If you would like to find out more, you may contact us by telephone on 132 687 or email at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing to:

The Privacy Officer  
Zurich Australian Insurance Limited  
PO Box 677, North Sydney, 2059

## Duty of Disclosure

Before you enter into this contract of insurance with us, the Insurance Contracts Act 1984 requires you to tell us everything of which you are aware, which you know, or which a reasonable person in the circumstances could be expected to know is relevant to our decision, whether and on what terms, your proposal for insurance is acceptable and to calculate the premium required for your policy.

The Act imposes a different duty the first time you enter into the policy with us, from the duty that applies when you renew, vary, extend, reinstate or replace your policy. We set these duties out below.

### Your duty of disclosure applies when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know;
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

### Who needs to tell us

It is important that you understand, that you are disclosing to us and answering our questions for both you and anyone else who you want to be covered by the policy.

## Duty of Disclosure (continued)

### If you do not tell us

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed. This would mean that you were never insured.

Your duty of disclosure applies when you renew, vary, extend, reinstate or replace your policy.

### When you renew, vary, extend or reinstate your policy, your duty is to tell us before the renewal, variation, extension or reinstatement, every matter known to you, which:

- you know; or
- a reasonable person in the circumstances could be expected to know;
- is relevant to our decision whether to insure you and, if so, on what terms.

### What you do not need to tell us when you renew, vary, extend or reinstate your policy

You do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

## Non-disclosure or Misrepresentation

If you make a misrepresentation to us, or if you do not comply with your duty of disclosure and we issue your policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or your duty of disclosure had been complied with, then:

- we may reduce the cover provided, so that we are placed in the same position as we would have been in, had there not been any misrepresentation and your duty of disclosure had been complied with; and
- we may also cancel your policy; or
- we may treat your policy as if it never existed if the misrepresentation or your non-compliance with your duty of disclosure was fraudulent.

## Reasonable precautions and fraudulent acts

You must take all reasonable precautions for the maintenance and safety of the Insured Property and prevention of loss. We will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you or on your behalf.

## Policy details

For full details of cover, please refer to the Product Disclosure Statement and Policy wording which sets out the terms and conditions of cover offered. This is available from your local Zurich Office or your intermediary.

**Insured details**

Name of Insured / Employer

Policy Number

(a) State your full name

Address

State

Postcode

(b) Date of birth / /

(c) What licence/s do you currently hold?

Class

Date obtained / /

State of issue

Have you previously driven prime movers or other heavy vehicles? Yes  No  If 'Yes', how long?

(d) Have you during the last 5 years had any accident or fire happen to a vehicle under your control? Yes  No

If 'Yes', please provide details

Date of charge	Insurance company	Details of accident	Claimed
			\$
			\$
			\$

(e) Have you during the past 5 years been charged and/or convicted with an offence in connection with the care, control, management or use of a motor vehicle or had a driving licence suspended or withdrawn? Yes  No

If 'Yes', please provide details

Date of charge	Nature of charge	Penalty

(f) Have you ever been reported for, or charged with, or convicted of alleged drunkenness, or alleged use, or alleged possession of drugs? Yes  No

If 'Yes', please provide details

Date of charge	Offence(s)	Details

(g) Have you ever been charged with, or convicted of any criminal offence of any kind whatsoever, other than any offence described in (e) and (f)? Yes  No

If 'Yes', please provide details

Date of charge	Offence(s)	Details

(h) Have you ever suffered from any physical defect, infirmity, impairment or affliction of sight or hearing or a fit of any kind? Yes  No

If 'Yes', please provide details and state if it is necessary to wear/use an artificial aid to drive the vehicle.


**Driver's declaration**

I hereby agree that I will at the request of Zurich Australian Insurance Limited, within 14 days of receiving notice thereof, obtain from the Commissioner of Motor Transport or the appropriate Authority, a complete and up-to-date record of offences in respect of which I have been reported and/or charged and/or convicted in connection with or as a result of the driving of any motor vehicle in any State or Territory of the Commonwealth of Australia or any other place and of all endorsements, suspensions or cancellations of any licence which I may have held entitling me to drive any motor vehicle and I hereby agree that if a dispute arises between me and the Zurich Australian Insurance Limited, I will not object to the admissibility in evidence of such record or the truth of the matters contained therein.

Driver's signature

X

Date

/ /