

# Annual Cargo Insurance

## Proposal Form

### IMPORTANT POLICY INFORMATION PLEASE READ

#### Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both the Insured and the Insurer to act towards each other in utmost good faith. Failure to do so on the part of the Insured may prejudice any claim made under the policy or the continuation of insurance cover by the Insurer.

#### Your Duty of Disclosure

Before entering into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* and the *Marine Insurance Act 1909* (as applicable) to disclose to Us every matter which:

- You know; or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or

- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

#### Non-disclosure

##### Where the *Insurance Contracts Act* applies

Where the *Insurance Contracts Act* applies, if:

- You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both;
- Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

##### Where the *Marine Insurance Act 1909* applies

Where the *Marine Insurance Act 1909* applies, if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

#### Who must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

#### Privacy Notice

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

In this Privacy Notice, We, Our, Us means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Limited.

## How We collect Your Personal Information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We collect Your Personal Information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling GT Insurance on (02) 9966 8820, EST 8:45am to 5pm Monday to Friday or going to Our website's Privacy section at [www.gtins.com.au](http://www.gtins.com.au).

## Who We disclose Your Personal Information To

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your Personal Information and Complaints

You may ask for access to the personal information We hold about You and seek correction by calling:

GT Insurance on (02) 9966 8820 EST 8.45am-5pm, Monday to Friday, or by writing to Us at GT Insurance, PO Box 1937, North Sydney NSW 2059.

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how We deal with complaints. Our Privacy Policy is available at [www.gtins.com.au](http://www.gtins.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at your request, where it is reasonable to do so.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Underinsurance

We require You to insure Your Goods for their full insurable value. If You do not, You are underinsured and We may pay You less in the event of a claim calculated in accordance with either the Policy wording or the *Marine Insurance Act 1909* which takes into account the degree of underinsurance.

## Summary of Covers Available

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in this summary. You need to read the policy to properly understand the cover provided.

We offer 3 types of cargo covers to suit the specific needs of businesses regularly involved in the movement of goods and who would prefer not to separately arrange cover for each shipment they make. These are:

### Cargo Insurance Within Australia

Loss of or damage to the Goods described in the Schedule whilst in Transit within Australia. Options are available for Accidental Damage or Specified Events.

### Combined Cargo Insurance

Cover Sections available for inland, import and export shipments.

- Section 1 cover – Loss of or damage to the Goods described in the Schedule whilst in Transit within Australia. Options are available for Accidental Damage or Specified Events.
- Section 2 cover – Loss of or damage to the Goods described in the Schedule whilst in Transit within the geographical limits specified on the basis of the specified Institute Cargo Clauses.

Each of these sections provides a different type of cover. You select the sections that You wish indemnity for in the Proposal you submit to us. You are not automatically insured under each section. You are only covered for the sections that You have selected in this Proposal.

### Open Cargo Policy

A declaration type policy covering all declared shipments of Goods (of a type agreed) for loss or damage whilst in Transit within the Geographical Limits insured on the basis of the specified Institute Cargo Clauses, commencing after the inception date and prior to the cancellation date. The policy remains in force, until cancelled by either You or Us.

In each case, GT Insurance policy does not cover property other than Goods of the types noted in the Schedule or which are specified under the Packaging, Containers and Equipment, Employees Personal Property, Exhibitions/Demonstrations, Tools of Trade or Travellers Samples covers (where applicable).

## General information applicable to all sections

Intermediary Name

ABN

Contact

Email

Telephone number

Fax number

Proposer's name (include Subsidiary companies)

How many years has the business been established?  years

Cover requested:  to  at 4pm  
dd/mm/yyyy dd/mm/yyyy

Policy Cover required:  Combined Cargo Insurance  Open Cargo Policy  Cargo Insurance Within Australia

## Transits Within Australia

(Available under all 3 policy types)

Do you require transits within Australia?

Yes  No

If Yes, please complete the following questions

### Geographical Limits

From

To

Limit required any one conveyance/location  \$

Description of the goods and/or merchandise and/or livestock to be insured

### Packaging

Full Container Load (FCL)  Crates/Pallet/Boxes

Less Than Container Load (LCL)  Other (Describe)

### Mode of transport

Road – Own Vehicles   
  Road – Professional Carrier   
  Rail   
  Parcel Post   
  Sea   
  Air

### Basis of Valuation

Set out below is the method we use to calculate how much we will pay you in the event of a claim and you must declare to us. If you wish another basis not specified below, please advise in the space provided under "Other".

Purchases: purchase invoice cost plus freight (if applicable).

Sales: invoice value of Goods sold plus freight incidental to Transit if not included in invoice figure.

Stock Transfer: gate cost into store

Returned Goods: market value plus freight and incidental charges incurred

Other:

### Estimated Gross Sendings or Turnover for the coming 12 months

	Estimated Annual Value
Purchases	\$ <input style="width: 100%;" type="text"/>
Sales	\$ <input style="width: 100%;" type="text"/>
FOB/CFR Sales	\$ <input style="width: 100%;" type="text"/>
Stock Transfers	\$ <input style="width: 100%;" type="text"/>
Returned goods	\$ <input style="width: 100%;" type="text"/>
Other (e.g. goods on consignment, please specify below)	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%; height: 28px;" type="text"/>	
<b>Total</b>	<b>\$ <input style="width: 100%;" type="text"/></b>

### Past Loss History

	Current Year	Previous Year 1	Previous Year 2	Previous Year 3	Previous Year 4
Actual Gross Freight Earnings	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
Claims Paid & Outstanding	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
Number of Claims	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Policy Excess if applicable	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
Name of Insurer	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

## Imports and/or Exports and/or Other International Moves

(Available under Open Cargo or Annual Combined Cargo covers only)

Do you require transits To and From Australia and/or From Overseas Ports to Overseas Ports insured? Yes  No

### Geographical Limits

Principal countries imported from

Principal countries exported to

Principal countries where goods are shipped from Overseas Ports to Overseas Ports without entering Australia

From

To

**Important:** Please note the policy wording contains the following Clause which limits our liability in respect of shipments to/from certain destinations:

“Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund a Premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.”

Sum Insured Imports (any one conveyance/location)

Sum Insured Exports (any one conveyance/location)

Sum Insured Overseas Ports to Overseas Ports (any one conveyance/location)

Description of the goods and/or merchandise to be insured

### Packaging

Full Container Load (FCL)       Crates/Pallet/Boxes  
 Less Than Container Load (LCL)       Other (Describe)

### Mode of transport

Road – Own Vehicles     Road – Professional Carrier     Rail     Parcel Post     Sea     Air  
 Other

### Basis of Valuation

Set out below is the method we use to calculate how much we will pay you in the event of a claim and you must declare to us. If you wish another basis not specified below, please advise in the space provided under "Other".

#### Imports to a country including Australia

Your basic landed cost to import the goods plus (shipping charges), the freight for which you are liable, the charges of Insurance and  % added thereto

Do you wish to insure your payments of Australian Import Duty?    Yes     No

If yes, the turnover you declare to us must be inclusive of Import Duty.

#### Exports from a country including Australia

Cost, insurance and freight with  % added thereto

Stock Transfer:    gate cost into store

Returned Goods:    market value plus freight and incidental charges incurred

Other Valuation:

### Estimated Gross Sendings or Turnover for the coming 12 months

	Estimated Annual Value
Imports	\$ <input style="width: 100px; height: 20px;" type="text"/>
Exports	\$ <input style="width: 100px; height: 20px;" type="text"/>
Other (e.g. goods on consignment, please specify below)	\$ <input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 620px; height: 20px;" type="text"/>	
Overseas Ports to Overseas Ports	\$ <input style="width: 100px; height: 20px;" type="text"/>
<b>Total</b>	<b>\$ <input style="width: 100px; height: 20px;" type="text"/></b>

## Past Loss History

	Current Year	Previous Year 1	Previous Year 2	Previous Year 3	Previous Year 4
Actual Gross Sendings or Turnover	\$	\$	\$	\$	\$
Claims Paid & Outstanding	\$	\$	\$	\$	\$
Number of Claims					
Policy Excess if applicable	\$	\$	\$	\$	\$
Name of Insurer					

## Principal Exclusions

Full details of the policy exclusions are listed in the policy document, set out below are principal exclusions only:

- loss of market, delay and/or consequential loss;
- storage other than in the ordinary course of transit;
- inherent vice;
- wear and tear, ordinary leakage, ordinary loss in weight or volume of the goods;
- mechanical or electrical breakdown or malfunction of goods where no external evidence exists of damage from an insured event.



## Declaration

This declaration concerns all the insurances being applied for.

I/We acknowledge and declare that:

1. I /we have received a copy of the Policy Document;
2. I /we have read the information concerning the Duty of Disclosure and other Important Notices;
3. I /we have been truthful and accurate in completing this form and declaration and have not withheld any information likely to affect the terms of the acceptance of this insurance by the Insurer;
4. I /we have either completed this form personally or, if it has been on my/our behalf, have checked that the questions have been fully and accurately answered;
5. I /we understand that any statement made in this application will be treated as a statement made by all the people to be insured;
6. upon acceptance of this proposal the terms and conditions of this insurance will be in accordance with the Policy Document;
7. I /we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information;
8. an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified;
9. if I /we have not complied with the Duty of Disclosure and Duty of Utmost Good Faith, a claim made under the Policy may not be met or only met in part.

Signed by  
first Proposer

Signed by  
second Proposer

Date

dd/mm/yyyy

Date

dd/mm/yyyy