

### IMPORTANT POLICY INFORMATION PLEASE READ

#### 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.

#### Non-disclosure – 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 does the duty apply to?

The duty of disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

#### Privacy Notice

At Allianz, 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).

#### 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 the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.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 1300 360 529 EST 8am–6pm, Monday to Friday. 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.allianz.com.au](http://www.allianz.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.

**Please retain this section and complete the attached proposal form in blue or black pen.**

## PROPOSAL

If there is insufficient space, attach additional information on a separate sheet of paper.

### General information applicable to all sections

Proposer's name (include Subsidiary Companies) \_\_\_\_\_

ABN Number \_\_\_\_\_ How many years has the business been established? \_\_\_\_\_ years

Are you registered for GST?  Yes  No

If yes, what percentage of Input Tax Credit is claimed? \_\_\_\_\_ %

Address \_\_\_\_\_

Post Code \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_

Fax No. ( ) \_\_\_\_\_

Email \_\_\_\_\_

Web site address \_\_\_\_\_

Broker \_\_\_\_\_

Cover requested From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at 4.00pm

### Cover 1 – Cargo Liability – Standard contracts subject to your declared Terms and Conditions

**(Only available when You are using approved Terms and Conditions)**

Please attach clear copies (including the reverse side, if applicable) to this proposal of your standard trading conditions, bills of lading, sea waybill, air waybill, consignment note, agency agreements and any other contractual agreements You use for services and activities.

Limit of Liability \$ \_\_\_\_\_ any one loss or series of losses arising out of a covered event

Do you currently have an excess?  Yes  No

If Yes, please advise amount \$ \_\_\_\_\_

What was your actual Gross Freight Earnings (GFE) for the past 12 months

Freight Forwarder \$ \_\_\_\_\_ Customs Broker \$ \_\_\_\_\_

What was your actual Gross Freight Earnings (GFE) for the current 12 months

\$ \_\_\_\_\_

What are your estimated Gross Freight Earnings (GFE) for the next 12 months

\$ \_\_\_\_\_

Please indicate the business activities to be insured. Do you:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| • forward as a: Principal   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Agent   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • issue Bills of Lading in your name  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • issue Air waybills in your name   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • provide customs clearance for imported goods                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • operate as a non vessel owing carrier   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • act as an agent for consignees or, for overseas principals for imported goods | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • pack and label goods  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • consolidate goods into containers   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • transport goods in your own vehicles  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • transport goods using sub-contractors   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other services please provide details below:                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Please indicate what percentage of your annual sendings are to or within the following areas:

Australia _____ %	America /Canada _____ %
New Zealand _____ %	South America _____ %
Asia _____ %	Middle East _____ %
Europe _____ %	Other _____ %

## Cover 1 – Cargo Liability – Special contracts where conditions other than your Standard Terms and Conditions are Used (including ad valorem contracts)

(Only available for your nominated contracts which have been agreed to by us - you will need to provide contract terms for our review)

Do you currently have an excess?  Yes  No

If Yes, please advise amount \$ \_\_\_\_\_

### Refrigerated goods

Please specify the refrigeration breakdown excess You wish to apply

4 hrs  6 hrs  12 hrs  Other please specify \_\_\_\_\_

### Nominated Contracts

Name	Goods	Radius of transit/Geographical Limit/Principal Destinations	Limit	GFE
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Please indicate the maximum radius of transit within Australia above using the numbers below

1 Up to 200 kms  2 Up to 600 kms  3 Up to 1,000 kms  4 Over 1,000 kms  5 International - mainly NZ, Europe, North America, S.E. Asia  6 International - Other (Please specify) \_\_\_\_\_

## Cover Options

### Cover 1 – sublimits

Please indicate whether you require a higher sublimit than that specified in the policy for any of the following:

Goods under lien (standard \$100,000)  \$ \_\_\_\_\_

Theft attractive goods (standard \$100,000)  \$ \_\_\_\_\_

### Cover 2 – Cargo costs and expenses

Cover is automatic under this section providing you have taken Cover 1.

Please indicate whether you require a different sublimit than that specified in the policy for any of the following:

Debris Removal/Clean-Up (standard \$100,000)  \$ \_\_\_\_\_

Extra costs - SOLAS Verified Gross Mass (VGM) of container miscalculation (standard \$10,000)  \$ \_\_\_\_\_

Extra Costs - Fumigation and decontamination (standard \$50,000)  \$ \_\_\_\_\_

Resecuring costs (standard \$10,000)  \$ \_\_\_\_\_

Strikes Diversion expenses (standard \$50,000)  \$ \_\_\_\_\_

Uncollected goods costs (standard \$25,000)  \$ \_\_\_\_\_

### Cover 3 – Errors and Omissions

Cover required  Yes  No

Standard cover where this option taken is \$1,000,000. Please indicate if you require a different sublimit  \$ \_\_\_\_\_

### Cover 4 – Liability to third parties

Cover required  Yes  No

Standard sublimit for leased/hired cargo handling equipment is \$250,000. Please indicate if you require a different sublimit  \$ \_\_\_\_\_

### Cover 5 – Fines and Penalties

Cover required  Yes  No

Standard cover where this option taken is \$250,000. Please indicate if you require a different sublimit  \$ \_\_\_\_\_

## Cover 6 – Containers and transport equipment

1. **Own containers:** Do you require cover for your own/leased containers and transport equipment?  Yes  No

If you provide a declaration/listing of the containers/transport equipment, you may specify the sum insured.

**If you do not declare the containers and transport equipment prior to entering into the policy they will be insured as undeclared items and subject to a limit of \$50,000 for an individual container and no more than \$100,000 in total arising from one occurrence.**

Declared value option  \$ \_\_\_\_\_

*For a declared value cover, You must provide an inventory/listing of your containers with container numbers, type of container and value.*

2. **Customer containers:** standard cover \$50,000. Please indicate if you require a different sublimit  \$ \_\_\_\_\_

*(You also have the option to include these in the declared value for your own/leased containers and transport equipment subject to a listing as above)*

## Claims Details

Have any claims been made against you or any incidents occurred which may lead to a claim being made against you within the past 5 years?  Yes  No

If yes, please complete the following:

Date	Claim Details	Excess	Amount Incurred		
			Paid	Outstanding	Total
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

Are there any actions pending or outstanding?  Yes  No

If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

## Declaration

This declaration concerns the insurance being applied for.

I/We acknowledge and declare that:

- I/we have received a copy of the Policy document;
- I/we have read the information concerning the duty of disclosure and other important notices;
- 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;
- 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;
- I/we understand that any statement made in this application will be treated as a statement made by all the parties to be insured;
- upon acceptance of this proposal the terms and conditions of this insurance will be in accordance with the Policy document;
- that I/we have read and understood the privacy information and consent to the collection, storage, use and disclosure of any personal information;
- an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified;
- if I/we have not complied with the duty of disclosure, a claim made under the Policy may not be met or only met in part and if I/we have been fraudulent in not complying with the duty of disclosure the Policy may be voided from the beginning.

Signature of Proposer(s) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Proposer(s) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_