



**ZURICH**<sup>®</sup>

# Marine Cargo Insurance

## Proposal form

### Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The terms proposer, whenever used in this proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this proposal.
4. The terms policyholder and subsidiaries have the same meaning in this proposal form as in the policy.

### Duty of Disclosure

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

#### Duty of Disclosure under the Insurance Contracts Act 1984

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

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 however, does not require disclosure of a matter that:

- diminishes the risk to be insured;
- is of common knowledge;
- we know or in the ordinary course of our business we ought to know;
- we indicate to you that we do not want to know.

#### Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

### 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.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your Information, you consent to our use of this Information which includes us disclosing your Information where relevant for the purposes, to your intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or damage.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose your Information to, a list of countries in which recipients of your Information are likely to be located, details of how you can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au), contact us by telephone on 132 687 or email us at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au)

## Information about this insurance

### The policy

Marine Cargo insurance applies to imports and exports by sea and air. Inland can also be covered but only in addition to imports or exports. If insurance is only required for inland transits, a Goods in Transit proposal form should be completed.

You may choose to take out an annual policy or open cover depending on how you wish to pay your premiums.

### Annual policy

An Annual Marine Cargo policy is a convenient insurance of all shipments where the risk attaches during the policy period. Premium is payable by deposit based on estimated value of annual shipments and adjustable on the actual declared value of shipments.

### Open cover

A Marine Open Cover provides insurance protection for imports and exports with premiums charged as declarations of shipments are made. An open cover is always in force until cancelled.

### Important

The information contained in this proposal is an outline of the cover provided. Full details of the cover with all limitations, exclusions and conditions are contained in the policy. The terms and conditions offered to you may vary from the information on cover given in this proposal form.

### The cover

The internationally accepted Institute Cargo Clauses are used for Marine Cargo insurance. These clauses provide different levels of cover and specific conditions for some commodities. They allow cover to be tailored to a client's specific requirements.

Please note that in certain circumstances All Risks cover may not be available – please refer to our quotation for details of the cover we can provide.

### Additional benefits for all transits

- debris removal up to \$50,000
- no disposal of branded goods without your consent

- automatic inclusion of acquired companies
- cover at packer's premises up to 30 days
- general average and salvage payable in full
- exhibition and demonstration risks up to \$200,000
- delayed unpacking: up to 90 days for discovery of transit damage.

### Additional benefits for imports

- airfreight replacement up to \$50,000
- FOB pre-shipment clause.

### Additional benefits for exports

- sellers interest: for FOB and CFR exports subject to declaration and a premium being charged (**also available for a Marine Open Cover**).

### Limit of liability

To recover the full amount of any loss it is essential that you select a limit of liability adequate for the maximum amount of goods at risk on any one conveyance or at any one location in the ordinary course of transit.

### Certificates of insurance

Export shipments usually require a certificate of insurance to be issued, often as a letter of credit requirement and for assignment to the buyer, to allow a claim to be settled overseas. We will either issue the certificates for you or provide you with a self issue facility. All certificates must be issued in accordance with the policy or open cover limits and conditions.

### Settling claims

Our experienced claims staff will promptly handle any recoverable claim subject to the terms of the policy or open cover. We have an extensive network of survey and settling agents to service claims arising overseas.

## 1 Proposer

Name .....

Address .....

Postcode .....

## 2 Cover required

Please indicate ☒ if you require

☐ Annual cover\* From 4pm / / To 4pm / /

☐ Open cover From 4pm / /

\*Annual cover to expire 12 months from the above date unless otherwise specified

## 3 Cover

Please advise if you require all risks cover as provided by Institute clauses and goods in transit clauses

Yes ☐ No ☐

If 'No', please provide details of the level of cover required

.....

Do you have any specific cover requirements?

Yes ☐ No ☐ If 'Yes', please provide details

.....

Excess required? (in addition to any compulsory excess we may apply)

Yes ☐ No ☐ If 'Yes', please provide details

.....

\$

#### 4 Subject matter to be insured

Please provide full details of subject matter to be insured (please complete an additional questionnaire for transits of livestock)

.....  
.....  
.....

Will any of the subject matter described be shipped in bulk? Yes ☐ No ☐ If Yes, please provide details

.....  
.....  
.....

For subject matter not shipped in bulk indicate ☒ if they will be packed in

☐ cartons ☐ crates ☐ bags ☐ drums ☐ bundles  
☐ Other, please provide details

.....

Please indicate ☒ if subject matter is

☐ new ☐ second hand ☐ fresh ☐ chilled ☐ frozen

Please advise if subject matter will be in fully enclosed shipping containers Yes ☐ No ☐ If 'No', please provide details of shipping

.....  
.....  
.....

Please indicate ☒ if subject matter is

- ☐ over-height/over-width unable to fit into fully enclosed containers
- ☐ of a type which require special lifting apparatus for loading and unloading
- ☐ required to be kept within a specific temperature range
- ☐ of a type which require replenishment of refrigerant
- ☐ fragile
- ☐ susceptible to rust, oxidation or discolouration
- ☐ subject to on-deck bills of lading

Please provide details of special instructions given to packers, carriers, shipping and forwarding agents for the safe carriage of any goods marked ☒

.....  
.....  
.....  
.....  
.....

#### 5 Voyage

Please provide details of countries you will import subject matter from and the percentage of your total imports for each country

.....  
.....  
.....

Please provide details of all countries you will export subject matter to and the percentage of your total exports for each country

.....  
.....  
.....

Do you require goods in transit cover within Australia/New Zealand? Yes ☐ No ☐

Do you require cover for voyages not beginning or ending in Australia or New Zealand? Yes ☐ No ☐ If 'Yes', please provide details

.....  
.....  
.....

## 6 Conveyance

Please indicate ☒

<b>Imports</b>	<input type="radio"/> Sea	%	<input type="radio"/> Air	%	<input type="radio"/> Parcel post	%
<b>Exports</b>	<input type="radio"/> Sea	%	<input type="radio"/> Air	%	<input type="radio"/> Parcel post	%
Transit within Australia/New Zealand	<input type="radio"/> Road (carriers)	%	<input type="radio"/> Road (own vehicles)	%	<input type="radio"/> Rail	%
	<input type="radio"/> Air	%	<input type="radio"/> Sea	%	<input type="radio"/> Parcel post	%

## 7 Valuation

Please advise how your goods are valued

Imports CIF + 10% Yes ☐ No ☐ If 'No', please provide details

Exports CIF + 10% Yes ☐ No ☐ If 'No', please provide details

Inland transit invoice value Yes ☐ No ☐ If 'No', please provide details

Maximum value of goods	Imports	Exports	Inland transit
Any one conveyance	\$	\$	\$
Any one location	\$	\$	\$

## 8 Method of declaration

Please indicate ☒ if declaration is for

**Annual Policy** ☐ Value of insured goods ☐ Sales turnover

**Annual amount shipped** Current year Imports \$ Exports \$ Local \$

Previous year Imports \$ Exports \$ Local \$

**Open Cover** ☐ Monthly ☐ Each shipment

## 9 Claims experience

Are there any claims or actions pending or outstanding against you? Yes ☐ No ☐ If 'Yes', please provide details

.....

.....

.....

Please provide claims details covering year-to-date and the last three years

Description	Year	Year	Year
Value of claims paid	\$	\$	\$
Value of claims outstanding	\$	\$	\$
Number of claims			

Please provide details of all claims over the past three years

.....

.....

.....

Please provide details of any risk management you have undertaken to reduce claims

.....

.....

.....

## 10 Prior insurance

Please advise the name(s) of your current or prior insurer and due date for renewal

/ /

Has any insurer ever declined insurance or imposed special conditions?

Yes ☐

No ☐

If 'Yes', please provide details

Has any insurer ever cancelled or refused to renew your insurance?

Yes ☐

No ☐

If 'Yes', please provide details

## 11 Declaration

I/We authorise Zurich Australian Insurance Limited to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service.

I/We declare that I/we have read and understood the duty of disclosure, non disclosure and policy conditions contained herein and confirm that no information has been withheld which could affect the acceptance of this application.

Name of proposer (print)

Signature of proposer

Date

/ /

**No insurance cover is provided until the above proposal is accepted and details of cover are confirmed in writing by Zurich Australian Insurance Limited.**

### Office use only

Intermediary

Premium

\$

Agent No.

Special Conditions