

# Carriers Insurance Package

## 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 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.

## Summary of the 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 cover sections in the policy to properly understand the cover provided.

### Section 1 – Carrier’s Legal Liability to Cargo Carried

This section is available where You limit Your liability by incorporating Approved Terms and Conditions into Your contract of carriage. It covers Your legal liability to pay certain compensation for loss of or damage to Goods whilst in Your Conveying Vehicle or Your premises and during Transit (subject to other relevant criteria). It also covers Your liability for certain Consequential Loss incurred by the owner of the Goods caused solely by the covered loss or damage and provides some other Additional covers.

### Section 2 – Accidental Damage Cover

This section covers You for Accidental loss of or damage to Goods whilst in Your Conveying Vehicle or Your premises occurring during Transit irrespective of Your legal liability or contract terms (subject to other relevant criteria).

### Section 3 – Specified Perils Cover

This section covers You for loss of or damage to covered Goods whilst in Your Conveying Vehicle or Your premises occurring during Transit caused by a defined Insured Event irrespective of Your legal liability or contract terms (subject to other relevant criteria).

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.

Please Note – This policy does not cover the transport of the Goods listed below unless agreed to by Us and specified in the schedule:

1. Livestock;
  2. bloodstock or stud or prize animals;
  3. live plants and trees;
  4. temperature controlled or perishable Goods;
  5. works of art or antiques;
  6. home contents and personal effects (domestic removals);
  7. property owned by You including tools of trade, electrical and electronic equipment;
  8. motor vehicles; and
  9. dangerous Goods except small consignments, limited quantities or retail distribution loads of dangerous Goods where concession is provided under the current Australian Dangerous Goods Code;
- Under no circumstances do We insure under the Policy:
10. precious metals and stones, or jewellery;
  11. money, bullion, cheques, credit or other card sales vouchers, or any document that represents or is exchangeable for money;
  12. the specialised transport of cigarettes, tobacco/ tobacco products;
  13. radioactive Goods or explosive Goods;
  14. vehicles and machines that You have been contracted to move whilst driven under their own power or whilst being towed other than during Loading and Unloading operations.

Cover includes the following Additional benefits:

- Accumulation Clause
- Acquired Companies (60 day notice period)
- Automatic Reinstatement
- Brands Clause
- Business and Driver Property (\$2,000)
- Container Demurrage Charges (\$50,000)
- Debris Removal/Clean Up (\$100,000)
- Fumigation and Decontamination Clause (\$25,000)
- General Average and Salvage
- Livestock – Agistment (\$25,000, \$1,000 per animal)
- Livestock – Mustering (\$25,000, \$1,000 per animal)
- Livestock – Wandering off (\$25,000, \$1,000 per animal)
- Measures to avert or minimise loss
- On forwarding (\$25,000)
- Packaging and Equipment (\$50,000)
- Re-securing Costs (\$10,000)
- Transport Outside Geographical Limits

#### Offer of Insurance to Others

Where You:

- issue Terms and Conditions of cartage which incorporate an offer to arrange insurance (or any other financial service as defined in section 766B of the *Corporations Act 2001* (Cth)) for the benefit of Your Customer; or
- represent to Your Customer that You are able to arrange insurance for their benefit;

the Policy will not indemnify You in respect of Your liability for failure to arrange insurance to the benefit of the Customer, or for any claims arising from Your professional negligence and errors or omissions associated with the offer of insurance. The Policy will respond only to the extent that it would do so in the absence of such an offer or representation and, in the case of Section 1 claims, as if You had issued the unmodified Approved Terms and Conditions.

**IMPORTANT:** The above is only a summary of the cover provided under each section.

Full details of the cover, limitations, exclusions, conditions and other benefits are contained in the Policy which is available on request.

Please retain this section and complete the following application form in black or blue pen.

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

Postal Address

Suburb

State or Territory

Postcode

Telephone number

Fax number

Email

How many years has the business been established?

Description of the goods and/or merchandise carried

How many vehicles do you own/operate?

Specify the geographic area in which you normally operate and require cover (e.g. anywhere in NSW)

Select **maximum** distance travelled from your base of operations

Up to 300 Klm

Up to 600 Klm

Up to 1,000 Klm

Over 1,000 Klm

Cover requested:

to

at 4pm

*dd/mm/yyyy*

*dd/mm/yyyy*

Estimated Total Gross Freight Earnings (GFE) for the next 12 months

	Goods Carried in Own Vehicles	Paid To Your Subcontractors	When You Subcontract to other Carriers
General Cargo	\$	\$	\$
Refrigerated/Perishable	\$	\$	\$
Livestock	\$	\$	\$
Motor Vehicles	\$	\$	\$
Other (Please specify)	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Are drivers instructed to lock unattended vehicles and remove keys? Yes  No

Are vehicles kept in security controlled premises when left unattended overnight? Yes  No

If you have answered NO to either of these questions, please supply details of security for unattended vehicles

When subcontracting for other carriers, do you accept any liability? Yes  No

If Yes, please provide details

Please provide details of expiring conditions with your current insurer e.g. Accidental Damage or, Fire, Flood, Collision and/or Overturning etc

Do you currently have an excess? Yes  No

If Yes, please advise amount

## Past Loss History

	Current Year	Previous Year 1	Previous Year 2
Actual Gross Freight Earnings	\$	\$	\$
Claims Paid & Outstanding	\$	\$	\$
Number of Claims			
Policy Excess if applicable	\$	\$	\$
Name of Insurer			



## Legal Liability Cover

### Section 1 – Carrier's Legal Liability to Cargo Carried

Do you require Carrier's Legal Liability to Cargo Carried cover?

Yes  No

If Yes, please complete the following questions

Gross Freight Earnings applicable to contracts where you limit your liability:

a) Through written terms and conditions

\$

b) Through a principal carrier's terms and conditions

\$

Do you use a Consignment Note / Conditions of Carriage?

Yes  No

If Yes, please attach a copy to this proposal. Note: cover under this section is not available where you do not limit your liability through written terms and conditions.

Will there be any contracts where the standard terms conditions and limitations are materially different to those contained in your Consignment Note /Conditions of Carriage supplied?

Yes  No

If Yes, please supply a copy of each of those that differ.

If Yes, your policy will only cover liability under your standard Conditions of Carriage unless it is extended.

Are your Terms and Conditions incorporated into every contract and do you ensure they are accepted in writing/acceptance indicated by signature prior to shipment?

Yes  No

If No, please detail reason

When subcontracting for other carriers, do you accept any liability?

Yes  No

If Yes, please provide details

(Please attach copies of the written terms and conditions under which you limit your liability and/or provide link to these where available from your/the principal carriers website. Remember to include any variations to your standard terms and conditions agreed with particular clients if you require cover under this section).

Do you currently have an excess?

Yes  No

If Yes, please advise amount

\$

## Section 2 – Accidental Damage cover

Do you require Accidental Damage cover?

Yes  No

Sum Insured required for any one vehicle, event or occurrence?

\$

Estimated Total Gross Freight Earnings (GFE) for the next 12 months to be covered under this Section 2

	Goods Carried in Own Vehicles	Paid To Your Subcontractors	When You Subcontract to other Carriers
General Cargo	\$	\$	\$
Refrigerated/Perishable	\$	\$	\$
Livestock	\$	\$	\$
Motor Vehicles	\$	\$	\$
Other (Please specify)	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Specify any specific contracts or commodities to be covered under this section (attach addition pages if necessary)

Commodity/Contract	GFE	% of GFE
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$



### Section 3 – Specified Perils cover

Do you require Specified Perils cover?

Yes  No

If you answered Yes please complete the following questions

Sum Insured required for any one vehicle, event or occurrence?

\$

Estimated Total Gross Freight Earnings (GFE) for the next 12 months to be covered under this Section 3

	Goods Carried in Own Vehicles	Paid To Your Subcontractors	When You Subcontract to other Carriers
General Cargo	\$	\$	\$
Refrigerated/Perishable	\$	\$	\$
Livestock	\$	\$	\$
Motor Vehicles	\$	\$	\$
Other (Please specify)	\$	\$	\$
<b>Total</b>	\$	\$	\$

Specify any specific contracts or commodities to be covered under this section (attach addition pages if necessary)

Commodity/Contract	GFE	% of GFE
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$

Cover automatically includes cover for damage during loading/unloading and for theft following forcible and violent entry, pilferage or non-delivery.

You may opt out of these covers in return for a premium reduction by indicating below.

Opt out of loading/unloading cover?

Yes  No

Opt out of theft cover?

Yes  No

**Optional covers** – indicate below if you wish to extend cover to include:

Deterioration of temperature controlled, chilled, perishable or refrigerated Goods  
(only for temperature controlled goods)

Yes  No

Shedding of Load (goods other than livestock)

Yes  No

## Declaration

This declaration concerns all the insurances being applied for.

### Have you or any person applying for this insurance:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. In the last 10 years been convicted of or had any fines or penalties imposed for any crime involving drugs, dishonesty, arson, theft, fraud or violence against any person or property?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Been placed in bankruptcy, receivership or liquidation within the last 10 years?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. In the last 5 years had any insurer decline any claim or proposal, cancel or refuse to renew a policy, increase premium or impose special terms, conditions or restrictions on a policy? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**Note:** If you have answered Yes to any of these questions, please provide full details

### 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

Date

dd/mm/yyyy

Signed by  
second Proposer

Date

dd/mm/yyyy