

# Meat Export Insurance

## Proposal Form

### IMPORTANT NOTICES

Please read this section before completing this Proposal.

#### 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 an insured under the Policy must answer the questions in this way.

#### 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.

## Privacy Notice

At GT Insurance, 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.

## Subrogation

You may prejudice Your rights in relation to a claim made under this policy if, without prior agreement from Us, You make an agreement with a third party that will prevent Us from recovering a loss from that or another party.

## General Insurance Code of Practice

The Insurance Council of Australia has produced the General Insurance Code of Practice with the purpose of raising the standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting Us or from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au)

## Change of Risk or Circumstance

It is vital that You provide Us with notification of any changes in Your risk profile or other circumstances occurring during the Period of Insurance which may be relevant to the terms and conditions of this insurance including but not limited to changes in business activities and acquisitions.

## Policy Information

The policy insures frozen and/or chilled:

- beef, lamb, mutton
- pork
- veal
- goat
- buffalo or venison
- chicken or turkey
- ostrich, emu, kangaroo
- offal or by-products
- small goods
- canned meat products
- shipping containers
- general merchandise

when agreed to by Us and specified in the schedule.

The Policy is made up of two sections:

### Section 1 – Transits within Australia

### Section 2 – Exports from Australia

Each of these sections provide for different voyages and Conditions of cover are detailed in each section of the policy.

As Sections 1 and 2 may be subject to different laws (e.g. the *Insurance Contracts Act* and the *Marine Insurance Act*), each section (comprising the information contained in the Schedule, in the Policy wording and in any endorsement) must be read in conjunction with the General Conditions as though it were a separate policy.

You are not automatically insured under each section. You are only covered for the sections You select in this proposal.

Section 1 is only intended to cover Your Goods whilst in transit in Australia within the Geographical Limits of operations You specify in this proposal.

Section 2 covers Your exports from Australia or imports to Australia within the Geographical Limits of operations You specify in this proposal.

**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 attached 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

|         |                      |                    |                      |
|---------|----------------------|--------------------|----------------------|
| ABN     | <input type="text"/> |                    |                      |
| Address | <input type="text"/> |                    |                      |
| Suburb  | <input type="text"/> | State or Territory | <input type="text"/> |
|         |                      | Postcode           | <input type="text"/> |

Are there any non subsidiary companies or businesses to be covered by any of your policy, i.e. Joint Venturers or companies where your shareholding is 50% or less etc?

Yes ☐No ☐

If Yes, please supply details

Are you a GST registered business?

Yes ☐No ☐

How many years has the business been established?  years

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

Intermediary  
Name

Contact

Email

Telephone  
number

Fax  
number

## Description of business

Please describe fully your business

## Description of products

Please describe fully the products you produce or supply

|  |
|--|
|  |
|--|

## Establishments

### Producers

Please provide details of your establishment(s)

| Establishment No | Please indicate<br>if USDA certified | Address | Type of species<br>(e.g. beef/veal/lamb etc) |
|------------------|--------------------------------------|---------|----------------------------------------------|
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |

Have you ever had an establishment delisted as an approved exporter to US. If so, please provide the establishment number, reason for delistment and date of delistment. Has this establishment been relisted, if so please advise date of relistment.

| Establishment No | Reason | Date Delisted<br>dd/mm/yyyy | Date Relisted<br>dd/mm/yyyy |
|------------------|--------|-----------------------------|-----------------------------|
|                  |        |                             |                             |
|                  |        |                             |                             |
|                  |        |                             |                             |
|                  |        |                             |                             |

### Exporters

Please provide details of the meat establishments you purchase product from

| Establishment No | Please indicate<br>if USDA certified | Address | Type of species<br>(e.g. beef/veal/lamb etc) |
|------------------|--------------------------------------|---------|----------------------------------------------|
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |
|                  |                                      |         |                                              |

Have any of the meat establishment you purchase product from ever been delisted as an approved exporter to US. If so, please provide the establishment number, reason for delistment and date of delistment. Has this establishment been relisted, if so please advise date of relistment.

| Establishment No | Reason | Date Delisted<br>dd/mm/yyyy | Date Relisted<br>dd/mm/yyyy |
|------------------|--------|-----------------------------|-----------------------------|
|                  |        |                             |                             |
|                  |        |                             |                             |
|                  |        |                             |                             |
|                  |        |                             |                             |

## Producers and Exporters

Is there any other information (i.e. which tend to increase the risk or, products discontinued during the past policy period) which we should be made aware of ?

## Section 1 – Transits within Australia

Do you require transits within Australia?

Yes ☐ No ☐

## Limit of Liability

Imports

\$

Exports

\$

Other (e.g. goods on consignment, please specify below)

\$

Are you responsible for loss or damage to the container?

Yes ☐ No ☐

## Description of the Meat and/or Meat Products to be insured

Geographical Limits from  to

## Estimated Sendings

Inland Sendings – Estimated value of inland purchases & sales

Estimated Sendings  
A\$

\$

FOB /CFR Sales – Estimated value of FOB /CFR sales

\$

Total

\$

Is Sellers Contingency cover required when Exporting goods sold on FOB/CFR terms?

Yes ☐ No ☐

## Deductible

Do you currently have an excess?

Yes ☐ No ☐

If YES, please advise amount

\$

If you do **not** have an excess, do you wish to bear an excess?

Yes ☐ No ☐

If YES, please advise amount

\$

## Section 2 – Exports from Australia and Imports to Australia

Do you require Overseas transits insured?

Yes ☐ No ☐

## Limit of Liability

Please advise the maximum value any one shipment together with the average value per shipment.  
(Note currency taken to be Australian currency unless otherwise specified)

|                                                          | Maximum any one<br>conveyance/vessel                     | Average                 |
|----------------------------------------------------------|----------------------------------------------------------|-------------------------|
| Exports                                                  | \$ <input type="text"/>                                  | \$ <input type="text"/> |
| Imports (if applicable)                                  | \$ <input type="text"/>                                  | \$ <input type="text"/> |
| Are you responsible for loss or damage to the container? | Yes <input type="checkbox"/> No <input type="checkbox"/> |                         |

## Details of Exports and Estimated Sendings

Please provide full details of all Meat and Meat products exported showing separately frozen and chilled products as per example below.

| Destination                | Reason                    | Product             |
|----------------------------|---------------------------|---------------------|
| <i>Example: USA/Canada</i> | <i>Frozen Beef</i>        | <i>\$40,000,000</i> |
|                            | <i>Frozen Veal Cuts</i>   | <i>\$5,000,000</i>  |
|                            | <i>Frozen Lamb/Mutton</i> | <i>\$10,000,000</i> |
|                            | <i>Chilled Beef</i>       | <i>\$10,000,000</i> |
| <i>United Kingdom</i>      | <i>Chilled Lamb</i>       | <i>\$5,000,000</i>  |
|                            | <i>Frozen Goat</i>        | <i>\$1,000,000</i>  |
|                            | <i>Frozen Offal</i>       | <i>\$1,000,000</i>  |
|                            |                           |                     |
|                            |                           |                     |
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|                            |                           |                     |
|                            |                           |                     |
|                            |                           |                     |

(Note: If insufficient space please attach a schedule)

Do you import any product or, source products from other producers if so, provide full details including \$ value.

## Rejection Insurance

Please indicate export destinations and products where Rejection insurance is required as per example below.

| Destination                | Reason                    | Product             |
|----------------------------|---------------------------|---------------------|
| <i>Example: USA/Canada</i> | <i>Frozen Beef</i>        | <i>\$40,000,000</i> |
|                            | <i>Frozen Veal Cuts</i>   | <i>\$5,000,000</i>  |
|                            | <i>Frozen Lamb/Mutton</i> | <i>\$10,000,000</i> |
|                            | <i>Chilled Beef</i>       | <i>\$10,000,000</i> |
|                            |                           |                     |
|                            |                           |                     |
|                            |                           |                     |
|                            |                           |                     |
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|                            |                           |                     |

(Note: If insufficient space please attach a schedule)

## Marine Losses/Claims

Please provide details of all losses or any incident which may give rise to a claim in the future which has not yet been formally reported to your Insurers for the current insurance period and the past four years.

| Date of Incident<br>dd/mm/yyyy | Nature of Incident | Loss Estimate<br>Paid | Loss Estimate<br>Outstanding |
|--------------------------------|--------------------|-----------------------|------------------------------|
|                                |                    | \$                    | \$                           |
|                                |                    | \$                    | \$                           |
|                                |                    | \$                    | \$                           |
|                                |                    | \$                    | \$                           |
|                                |                    | \$                    | \$                           |
|                                |                    | \$                    | \$                           |

(Note: If insufficient space please attach a schedule)

## Principal Exclusions

Full details of the policy exclusions are listed in the policy document in accordance with the exclusions contained within the Institute Clauses and the Rejection Clauses described in the schedule and forming part of the policy.

Set out below are principal exclusions only:

- a. Delay, loss of market, or consequential loss of any description even if caused by an Insured Event;
- b. Your misconduct or intentionally caused by You or any person acting with Your express or implied consent;
- c. Ordinary leakage, loss in weight or volume, wear and tear;
- d. Inherent vice except for loss or damage resulting from variation in temperature

## 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

Date

dd/mm/yyyy

Signed by  
second Proposer

Date

dd/mm/yyyy