

Goods in Transit (Carriers) Insurance



Proposal

Policy No.

Your Privacy

We collect personal information about you in order to assess your request for insurance and to administer the policy. You can elect not to provide us with your personal information however we may then not be able to process your application for insurance, we may not be able to process your claim or you may breach your Duty of Disclosure. In some circumstances, we may collect and/or disclose your personal information to a third party such as your intermediary, our service providers and our business partners. In most cases, at your request, we will give you access to the personal information we hold about you. In some circumstances we may charge a fee for giving you access, which will vary but will be based on our costs.

If you would like to find out more, you can contact us by telephone on (03) 8610 8218 and ask to speak to the Privacy Officer. Alternatively you can email us at compliance@associatedmarine.com.au, or write to The Privacy Officer, Associated Marine Insurers Agents Pty Ltd, GPO Box 1337, Melbourne VIC 3001.

Duty of disclosure

Before you enter into a contract of general insurance with the insurer you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's 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 the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer
- that are common knowledge
- that the insurer knows, or in the ordinary course of its business, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-disclosure – If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent the insurer may also have the option of avoiding the contract from its beginning.

Information you will want to know about this insurance

The policy

Goods in Transit (Carriers) insurance is specifically designed for

- carriers operating under conditions of carriage with a full disclaimer clause who wish to have the ability to make commercial settlements to their clients even when they may not be liable
- carriers operating without using a consignment note or conditions of carriage but who require protection for claims made against them whether or not they may be liable for the loss.

The Goods in Transit (Carriers) policy recognises the commercial needs of carriers to be insured for loss or damage to goods or death of livestock carried by them or their subcontractors without the need to prove liability. We will pay the owner of the goods or livestock for loss, damage or death caused by an insured event when the carrier requests us to.

In addition when a claim for loss, damage or death caused by an insured event is made on a carrier but the carrier has no business or commercial reason to request payment and doesn't want the claim to reflect on its claims record, we will defend any claim made on the carrier and pay approved legal costs. The carrier may still elect to have the claim paid at any time.

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.

Events insured against

The Goods in Transit (Carriers) Policy provides two cover options.

Cover option 1 – comprehensive

- loss of or damage to goods (including shipping containers) caused by accident or deliberate act of a third party
- death of livestock caused by accident, natural causes or slaughter for humane reasons.

This cover option automatically includes

- deterioration of goods arising from variation in temperature resulting from
 - breakdown, malfunction or mismanagement of refrigerating machinery for at least four consecutive hours (subject to an excess of 10% of the value of the claim for mismanagement claims)
 - fire, explosion, lightning or flood
 - collision, overturning, jackknifing or derailment of conveyance
- loss or damage to goods from the goods falling from or becoming unsecured within the conveyance provided reasonable steps are taken to secure the goods.

Cover option 2 – defined events

- loss of or damage to goods (including shipping containers)
- death (or slaughter for humane reasons following injury) of livestock caused by
 - fire, explosion, lightning or flood
 - collision, overturning, jackknifing or derailment of conveyance
 - impact of the goods or livestock while on the conveyance with something not on or part of that conveyance (other than water).

(continued next page)

Information you will want to know about this insurance (continued)

Optional events to cover option 2

- theft pilferage or non-delivery
- accidental loss/damage during loading and unloading
- deterioration of goods arising from variation in temperature resulting from breakdown, malfunction or mismanagement of refrigerating machinery for at least four consecutive hours (subject to an excess of 10% of the value of the claim for mismanagement claims) or following an event insured against.

Other benefits at no extra cost

If an insured event has occurred the policy also covers:

- the cost of removal and disposal of damaged goods or livestock
- the reasonable cost of salvaging and onforwarding goods or livestock, including mustering and agistment of livestock
- irretrievable loss of livestock from wandering off
- legal costs incurred with our consent
- up to \$5,000 cover for loss or damage to insured's equipment (not part of or attached to the vehicle)

Principal risks excluded

- storage at the election of or on the instruction of the owner of the goods or livestock
- wear and tear, ordinary leakage, ordinary loss in weight or volume or inherent vice of the goods
- delay, loss of market or consequential loss of any description
- mechanical or electrical breakdown or malfunction of goods where no external evidence exists of damage from an insured event

- losses occurring if the vehicle is driven by a person impaired by drugs or alcohol unless the insured did not know or could not reasonably have known of the driver's impaired condition

Sum insured

To recover the full amount of any loss it is essential to select a sum insured adequate to cover the maximum value of goods or livestock at risk from any one event.

Premium adjustment

Deposit premium is based on estimated gross freight earnings (GFE), adjusted on declared actual GFE. If the adjusted premium is higher than the deposit, no additional premium is payable if the deposit premium is less than \$25,000 and the variation between estimated and actual GFE is less than 10%. If the adjusted premium is lower than the deposit, the insured will receive the appropriate refund subject to a maximum of 25% of the deposit premium.

Settling a claim

We will promptly handle any recoverable claim made against the carrier as soon as we are notified of it and will when requested promptly pay the claim to the parties concerned limited to the sum insured any one loss or series of losses arising from the same event. We will also pay approved legal costs.

Other insurance policies for carriers

Our Carriers Cargo Liability Policy is a cost effective insurance specifically designed for carriers who issue consignment notes acceptable to insurers incorporating conditions of carriage which include a disclaimer against liability for loss of or damage to goods or livestock carried.

For more information or a quotation please contact your insurance broker.

1 Proposer

Name

Address Postcode

How many years have you been a carrier?

Have you or has any principal, partner or director of the proposer ever entered into liquidation, become insolvent or bankrupt or committed an act of bankruptcy or committed a criminal offence? Yes No

If 'Yes', please provide details (attach a separate page if required)

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2 Period of cover required

From 4pm / / To 4pm / /

3 Goods to be insured

Please indicate category of goods carried and percentage break-up

Refrigerated Goods % Livestock % Household removals %

General goods % Please provide details of general goods primarily carried

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4 Radius of transit

Within 300 km of your postal address

In excess of 300 km of your postal address

5 Business

Please provide details of type and number of vehicles owned or operated in the course of your business

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Registration numbers (if three vehicles or less)

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Do you offer to insure your clients' goods?

Yes

No

If 'Yes', please provide details

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6 Security

Do drivers lock unattended vehicles and remove keys?

Yes

No

Will goods be left in or on vehicle(s) overnight?

Yes

No

If 'Yes', are vehicles kept in security controlled premises?

Yes

No

Please provide details of the security and alarms used when the goods are left in or on vehicle(s) overnight

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7 Cover

The Goods in Transit (Carriers) Policy provides two cover options. Information regarding the cover options can be found on page 1 under section 'Events insured against'. Please indicate cover option required

Cover option 1 – comprehensive

Cover option 2 – defined events

Optional events to Cover option 2

Please indicate optional events required

theft pilferage or non-delivery

accidental loss/damage during loading and unloading

breakdown, malfunction or mismanagement of refrigerating machinery

Sum insured

Maximum liability in any one vehicle	\$
Maximum liability any one event	\$

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

Yes

No

If 'Yes', please provide details

\$
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8 Financial

Estimated annual gross freight earnings	
Refrigerated goods	\$
Livestock	\$
Household removals	\$
General goods	\$
Total	\$

9 Claims experience

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

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Please provide claims details covering the last three years

Claims details	Year	Year	Year
Value of claims paid	\$	\$	\$
Value of claims outstanding	\$	\$	\$
Number of claims			

Please detail each claim for the last three years included in the above and, in addition, any incidents reported and claims not made

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Please provide details of any action you have undertaken to reduce claims

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10 Prior insurance

Name of your current or prior insurer and due date for renewal?

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Has any insurer ever declined insurance or imposed special conditions? Yes No If 'Yes', please provide details

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Has any insurer ever cancelled or refused to renew your insurance? Yes No If 'Yes', please provide details

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11 Declaration

I/We authorise Associated Marine Insurers Agents Pty Ltd 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 Associated Marine Insurers Agents Pty Ltd

Office use only		
Intermediary	Premium \$	Agent No.
	Special Conditions	