

IMPORTANT POLICY INFORMATION PLEASE READ

Your Duty of Disclosure

Before entering into a contract of insurance, You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew or alter Your Policy.

Information is material if it may influence a prudent insurer in deciding whether or not to accept cover, renew or alter the Policy, the terms and conditions to operate, including the premium payable.

This Proposal contains a number of questions all of which must be answered.

When you answer these questions, you must give us honest and complete answers. Examples of information You may need to disclose include but are not limited to:

- anything that increases the risk of an insurance claim;
- subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past five years.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Us.

The same duty applies to any person making statements or providing information on Your behalf. If You fail to comply with Your Duty of Disclosure, it may result in the Policy being void from the beginning.

Underinsurance

We require you to insure the maximum potential risk. If you do not, you are underinsured and we may pay you less in the event of a claim calculated in accordance with either the Policy Document or the *Marine Insurance Act 1908* (where applicable) which takes into account the degree of underinsurance.

Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both you and Us to act towards each other in utmost good faith. Failure to do so on your part may prejudice any claim made under the Policy or the continuation of insurance cover by Us.

Privacy

Pursuant to the *Privacy Act 1993* the following information is provided for Your benefit:

- the proposal collects personal information about You;
- the information is collected to evaluate the insurance being sought;
- the intended recipient of the information is Allianz Australia Insurance Limited;
- the information is being collected and held by Allianz Australia Insurance Limited at our registered office at Level 11, Tower 1, 205 Queen Street, Auckland, 1010;
- the collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the insurance sought and is mandatory;
- the failure to provide this information may result in the application for insurance being declined, or the insurance being void from the beginning;
- You have rights of access to, and correction of, this information subject to the provisions of the *Privacy Act 1993*.

Fair Insurance Code

Allianz supports the principles of the Fair Insurance Code. The purpose of the Code is to increase the standards of practice and service within the industry.

To the extent the Code applies to this product, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website (www.icnz.org.nz).

Insurer Financial Strength Rating

Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale* in summary form is:

AAA	Extremely Strong	B	Weak
AA	Very Strong	CCC	Very Weak
A	Strong	CC	Extremely Weak
BBB	Good	R	Regulatory Action
BB	Marginal		

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

*A full description of the rating scale is available via www.allianz.co.nz/insurer-rating

An overseas policyholder preference applies. Under Australian law, if Allianz Australia Insurance Limited is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Allianz Australia Insurance Limited's Australian assets to satisfy New Zealand liabilities.

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.

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.

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) _____

How many years has the business been established? _____ years

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 \$ _____

	Freight Forwarder	Customs Broker
What was your actual Gross Freight Earnings (GFE) for the past 12 months	\$ _____	\$ _____
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/declared value 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 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, 6 International - Other (Please specify) Europe, North America, S.E. Asia _____

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 and duty of utmost good faith, a claim made under the Policy may not be met or only met in part.

Signature of Proposer(s) _____

Date ____ / ____ / ____

Signature of Proposer(s) _____

Date ____ / ____ / ____