

Single Marine Cargo Insurance

(Imports/Exports only)



New Zealand 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

Before you enter into a contract of general insurance with us, you have a duty at common law to disclose to us every matter you know, or could reasonably be expected to know that a prudent insurer would want to take into account in deciding 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.

Your duty however, does not require disclosure of a matter:

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

Non-disclosure or misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure, we may treat your policy as if it never existed.

False statement and Fraudulent acts

Your policy is based on the information supplied to us by you or on your behalf. All statements made by you or on your behalf on the proposal and/or questionnaire, in support of this policy, on any claim form or in support of any claim must be true and correct. If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

Privacy Act 1993

Zurich respects your privacy. The following is brought to your attention. However this does not apply to companies.

- (a) This Proposal collects personal information about you;
- (b) The information is collected by Zurich to evaluate the insurance being sought;
- (c) The intended recipient of the information is Zurich;
- (d) The information is being collected and held by Zurich;
- (e) The collection of this information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory;
- (f) The failure to provide this information may result in your application for insurance being declined, or your insurance being void from the beginning;
- (g) You have rights to access, and correct this information subject to the provisions of the Privacy Act 1993.

Data sharing consent

In order to provide a seamless insurance service globally, Zurich may transfer any data Zurich has received from and any data it holds on the policyholder to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Zurich as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Zurich is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Zurich may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

Information about this insurance

The policy

Single Marine Cargo Insurance provides insurance for a single sending of goods (other than home removals), or livestock as an import or export.

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.

Cover available

The cover provided by your policy will be stated in the Institute clauses or other Zurich approved clauses which are shown in the policy schedule under Conditions of Insurance. Any reference to Institute clauses is to the internationally accepted clauses published by the International Underwriting Association of London current at the effective date of your policy.

The principal clauses for insuring general cargo by sea are:

Institute Cargo Clauses (A) - providing all risks cover

Institute Cargo Clauses (B) - providing major perils cover including the entry of sea, lake or river water into the vessel etc and total loss of a package overboard while loading onto or off the vessel or craft

Institute Cargo Clauses (C) - providing major perils cover only

While these clauses are for general cargo, there are separate clauses for specialised trade cargo including livestock, and for transits by air.

The applicable clauses will state:

- the cover provided
- exclusions
- duration of transit.

We draw your attention to the fact that while the duration of transit may indicate that cover is provided 'warehouse to warehouse', it is a requirement that the insured or assignee has an insurable interest in the goods or livestock insured at the time of loss. Whether the insured has an insurable interest will be determined by the terms of sale for the goods or livestock. The insurance may also be subject to other special conditions or provisions which will be stated in the policy schedule.

Please note that in certain circumstances all risks cover may not be available. Our quotation will fully detail the cover we are able to provide.

Sum insured and valuation

To recover the full amount of any loss it is essential for you to select a sum insured adequate to cover the value of the goods or livestock at risk. Unless a different valuation is agreed, the sum insured of your goods or livestock will be the total of the invoice cost, insurance and freight plus 10 per cent.

Settling your claim

When a claim is payable, we will promptly pay the insured value of the lost or damaged goods or livestock, subject to the adequacy of the sum insured and any excess that applies.

Marine surveyors or investigators may be appointed to survey damaged goods or investigate a loss.

We will also pay any costs incurred in preventing or minimising an insured loss or to protect rights against a third party.

1 Proposer

Name

Address

Postcode

2 Insured goods

Please indicate if goods to be insured are – a Livestock Imports/Exports questionnaire must be completed for transit of livestock

New

Secondhand

Fresh

Chilled

Frozen

Please provide details
.....
.....

Please indicate if goods will be

Packed

Unpacked

Please provide details
.....
.....

Will the goods be shipped in fully enclosed shipping containers?

Yes

No

If 'No', please provide details of shipping
.....
.....

Please indicate if the goods to be insured

are over-height or over-width to fit into enclosed containers

require special lifting apparatus for loading and unloading

require storage within a specific temperature range

require refrigerant if voyage exceeds 12 hours

fragile

susceptible to rust, oxidation or discolouration

subject to an on deck bill of lading

Please provide details of special instructions for packers, shipping and forwarding agents and carriers for the safe carriage of goods marked
.....
.....

3 Voyage and conveyances

Type of conveyance

Sea

Air

Date transit commences

/ /

Please provide details of conveyance (including vessel name, airline and flight number as applicable)
.....
.....

Transit from

to

Port of discharge if not final destination
.....

Will the goods be transhipped?

Yes

No

If 'Yes', please provide details
.....
.....

4 Cover

Do you require 'all risks' cover as per Institute clauses for the goods?

Yes No

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

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

Do you require an excess (in addition to any compulsory excess which may apply)?

Yes No

If 'Yes', please provide details

\$

.....

5 Sum insured

Sum insured

\$

Does the sum insured represent CIF + 10% Yes No If 'No', please provide details

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

6 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