

# SINGLE TRANSIT CARGO PROPOSAL FORM



Broker: \_\_\_\_\_ Quote Number: \_\_\_\_\_

## **Non Disclosure / Misrepresentation**

Before you enter into a contract of insurance with us, you have a duty 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.

## **Duty of Disclosure under the Marine Insurance Act 1909**

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

## **Non-disclosure or Misrepresentation**

If the insured makes a misrepresentation to us, or if they do not comply with this duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the insured's duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and the insured's duty of disclosure had been complied with; and
- we may also cancel the policy; or
- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with the insured's duty of disclosure was fraudulent

## **Jurisdiction**

Except to the extent otherwise provided in any subsequently issued policy, the content and use of this form and any agreement entered into pursuant to this form or any dealing in relation to or arising from this form are governed by the laws of Australia and in relation to those matters, the parties submit to the jurisdiction of the courts of Australia.

## **Completion notes**

- Please answer ALL questions fully, if you need extra space please attach additional pages on your organisation letterhead and mark their inclusion on the proposal.
- PLEASE ENSURE YOU READ AND SIGN THE DECLARATION.

## Applicant Details

1. Name of Company proposed to be insured: \_\_\_\_\_

Date first established or ABN \_\_\_\_\_

Website: \_\_\_\_\_

2. Principal Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

## Cargo Details

3. Description of Cargo being transported: \_\_\_\_\_

4. Type of Packaging:(e.g. cartons/pallets/drums) \_\_\_\_\_

5. Is the cargo temperature sensitive?  Yes  No

If Yes, is it:  Chilled  Frozen

Temperature Setting \_\_\_\_\_

6. Invoice Value: Currency \_\_\_\_\_ Value \_\_\_\_\_

7. Terms of Purchase/Sale (Refer INCOTERMS 2010)

FOB  ExWorks  CFR  CIF

Other, specify \_\_\_\_\_

## Transit Details

8. Type of Transit:  Internal within AUS

Import to AUS

Export from AUS

Other (specify) \_\_\_\_\_

9. Means of Conveyance: % Air \_\_\_\_\_

% Sea \_\_\_\_\_

% Road/Rail \_\_\_\_\_

10. Vessel/airline/carrier \_\_\_\_\_

11. From: Port/Place \_\_\_\_\_ Country \_\_\_\_\_

12. From: Port/Place \_\_\_\_\_ Country \_\_\_\_\_

13. Date Transit first commences \_\_\_\_\_

Date Cover to Terminate \_\_\_\_\_

## Loss History

14. Details of all cargo losses in last 5 years

Year	Total Amount Paid (AUD\$)	Excess	Details

15.Previous History

Has any Insurer at any time

(a) Declined your Proposal?

Yes  No

(b) Cancelled or refused to renew your Policy?

Yes  No

(c) Increased your premium rates at renewal?

Yes  No

(d) Required you to bear the first part of any loss or imposed other special conditions?

Yes  No

If 'Yes' to any of the above, please give details

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## Declaration

### Privacy Act Requirements

Your Privacy is important to us. You need to read the Privacy Statement overleaf which explain, amongst other things, how we collect, handle, store and disclose your personal and sensitive information in order for us to provide and inform you about our insurance and insurance related services.

To do this we may disclose your personal information to our service providers and others in accordance with the Privacy Statement. The Privacy Policy is located on our website [www.proteusinsurance.com.au](http://www.proteusinsurance.com.au)

### I/We acknowledge that as the Insured(s), I/We:

1. must act with the utmost good faith in respect of any matter relating to this insurance
2. have a duty of disclosure as stated in this application form
3. have provided the correct information on previous losses and insurance history
4. confirm that all answers and statements in this application are correct and that no information has been withheld which may affect our decision to accept this application or the terms of the proposed policy
5. have received a combined Product Disclosure Statement and Financial Services Guide that relates to the product the subject of this application form.
6. I/We acknowledge that I/We have read and agree to the terms of the Privacy Statement

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

# Privacy Statement

NM Insurance Pty Ltd, ABN 34 100 633 038, trading as Proteus Marine Insurance are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs).

This Privacy Statement outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

## Why we collect your personal information

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development;
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

## What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

## How we collect your personal information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

## Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, Lloyd's, our insurers, other insurers and reinsurers, your agents, our legal, accounting and other professional advisers, data warehouses and consultants, social media and other similar sites and networks, membership, loyalty and rewards programs or partners, providers of medical and non-medical assistance and services, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website [www.proteusinsurance.com.au](http://www.proteusinsurance.com.au)

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

## More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website [www.proteusinsurance.com.au](http://www.proteusinsurance.com.au) or by contacting us (our contact details are below).

## Contact us and opting out

By proceeding with your application or submitting your claim, you and any other person included on the policy, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: 1300 780 533

By email: [customerservice@nminsurance.com.au](mailto:customerservice@nminsurance.com.au)

In writing: 28-32 George Street, Sandringham VIC 3191

**Effective date: 12 March 2014**