

## FREIGHT SERVICES LIABILITY Claim Form

### Privacy

We need personal information about you to access your claim. We will, where relevant, disclose your personal information to your advisor (and any licensee or broker he or she represents), to our service providers (including loss adjusters and investigators), other insurers, insurance reference bureaus and our business partners for this purpose. We may also disclose personal information about you where we are required or permitted to do so by law.

The answers given to questions in this claim form may require further information to be requested and/or further investigations to be made by Panoptic Underwriting Agency Pty Ltd or parties appointed by them. This may include contacting the owner of the goods to obtain documentation to verify the amount and extent of the claim.

If you do not provide the requested information or consent to its collection and disclosure as described above, the assessment of your claim may be delayed or we may not accept the claim.

### Please provide the following information/documentation where possible with your claim form

- Copy of your trading terms
- Copy of the ocean bill of lading (including reverse side)
- Copy of the house bill of lading (including reverse side)
- Copy of the cargo delivery receipt
- Attach all correspondence and additional information in relation to this matter
- Any other evidence of loss or damage - including photographs

### Insured Details

Policy number \_\_\_\_\_

Insured name \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Contact name \_\_\_\_\_

Contact number/s \_\_\_\_\_

Email \_\_\_\_\_

Claimant name \_\_\_\_\_ Contact number \_\_\_\_\_

### GST Declaration

Are you registered for GST Purposes? Yes  No

If **Yes**, please provide your ABN?

Have you claimed an input tax credit on the GST amount applicable to this policy? Yes  No

If **Yes**, is the amount claimed less than 100%? Yes  No

If **Yes**, please advise percentage of GST claimed is applicable to the premium?  %

### Claim information

Date of loss/damage \_\_\_\_\_ Date of dispatch \_\_\_\_\_ Date of arrival \_\_\_\_\_

Name of vessel/airline \_\_\_\_\_ Voyage/flight number \_\_\_\_\_

Port of shipment \_\_\_\_\_ Port of Discharge \_\_\_\_\_

Consignor name \_\_\_\_\_ Contact number \_\_\_\_\_

Address \_\_\_\_\_

Consignee name \_\_\_\_\_ Contact number \_\_\_\_\_

Address \_\_\_\_\_



**Claim information (continued)**

Please indicate  your role  NVOC  Freight forwarder  Road transporter  Warehouse operation  
 Other - please provide details \_\_\_\_\_

Are subcontractors involved? Yes  No  If **Yes**, please provide name/address/contact number \_\_\_\_\_

Has the event been reported to the police Yes  No  If **Yes**, please advise name and location of police station \_\_\_\_\_

Police report number \_\_\_\_\_

Please indicate trading conditions  STC  B/L  Air waybill  C/Note

Please provide details of how loss/damage occurred \_\_\_\_\_

Where did the loss/damage occur? \_\_\_\_\_

Please provide address where the damaged goods can be inspected \_\_\_\_\_

Please provide details of packaging condition \_\_\_\_\_

Please provide details of the action that was taken immediately following knowledge of the loss/damage \_\_\_\_\_

Please provide details of your role in incident \_\_\_\_\_

Please provide container numbers which are subject of this claim \_\_\_\_\_

Please advise if there was a legible signature On collection Yes  No  On delivery Yes  No

Were details of the loss and/or damage noted at the time of delivery? Yes  No

Were details of loss and/or damage noted on delivery docket? Yes  No

Please advise if you provided a copy of your trading terms to your customer Yes  No  If **Yes**, please attach evidence

Was there any other insurance covering this event at time of loss? Yes  No

If **Yes**, please advise insurance company name and policy number \_\_\_\_\_

Description of items to be claimed	Number of packages	Weight	Details of loss/damage	Amount claimed AU\$
Total amount claimed				AU

**EFT Payment details** (please complete this section if you require payment directly into your account)

Account name \_\_\_\_\_ Account number \_\_\_\_\_

Bank name \_\_\_\_\_ BSB Number \_\_\_\_\_

Bank address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

**Overseas payment** \_\_\_\_\_

Swift Code \_\_\_\_\_ ABA Code \_\_\_\_\_ Sort Code \_\_\_\_\_

**Declaration**

I declare that to the best of my knowledge and belief the information in this form is true and correct and I have not withheld any relevant information. I understand that Insurers do not admit liability by the issue of this form.

Signature of insured \_\_\_\_\_ Date \_\_\_\_\_

**Your Duty of Disclosure** Before you enter into a contract of general insurance with the insurers, you have a duty, under both the Insurance Contracts Act 1984 and the Marine Insurance Act 1909, to disclose to the insurers every matter that you know, or could reasonably be expected to know, that is relevant to our decision on whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those to us before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurers;
- that are of common knowledge;
- that your insurers know or, in the ordinary course of their business, ought to know;
- when compliance with your duty is waived by the insurers.

**Non-Disclosure** where the Marine Insurance Act 1909 applies - If you fail to comply with your duty of disclosure the insurers may avoid the contract of insurance from its beginning.

**Non-Disclosure** where the Insurance Contracts Act 1984 applies - If you fail to comply with your duty of disclosure, the insurers may be entitled to reduce their liability under the contract in respect of a claim or, in certain circumstances, they may cancel the contract or declare it never existed because it was not properly entered into. If your non-disclosure is fraudulent, the insurers may also have the option of avoiding the contract from its beginning.