



# Haulage Liability Proposal

## 1 Business details

- A Business name of proposer
- B Full name(s) of principal or partners,  
or limited company registration number (as applicable)
- C Full address (including post code)
- D Telephone number
- E Business activities<sup>1</sup>
- F Year established (and details of any change of ownership)

## 2 Trade Association Membership

Are you a member of the Road Haulage Association  
or any other trade association or body? RHA / OTHER / NONE

If OTHER, which?

## 3 Haulage Charges

What are your total annual charges made for haulage activities? GBP

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<sup>1</sup> Note that NMU haulage liability insurances only cover against liabilities incurred in connection with your occupation as a road haulier – any other associated occupations should be insured under a more appropriate policy.

**4 Haulage Conditions and Split of Charges**

(please answer questions A – D below, but you may leave charges blank and move on to question 5 if cover is required for specified vehicles only)

A Do you trade under standard, recognised conditions of carriage? YES / NO

If YES, please give full details (specify issuing body and edition<sup>2</sup>), with charges split between own and subcontractors' vehicles

<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
RHA 1998 conditions of carriage	GBP 1,300	GBP	GBP
CMR Convention	SDR 8,330	GBP	GBP

B Do you trade under standard conditions with increased monetary limitation? YES / NO

If YES, please give full details

<u>Customer or Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
	RHA 1998	GBP	GBP	GBP

C Do you enter into any special contracts<sup>3</sup> with particular customers or trade under any other (i.e. non-standard) conditions<sup>4</sup>? YES / NO

If YES, please give full details and attach a copy of each

<u>Customer or Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		GBP	GBP	GBP

D Do you accept goods on any basis wider than A – C above? YES / NO

If YES, please give full details and attach copy conditions, if applicable

<u>Customer or Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		GBP	GBP	GBP

<sup>2</sup> For example, Road Haulage Association 1998 conditions of carriage.

<sup>3</sup> Including contractual (i.e. non-statutory) CMR.

<sup>4</sup> For example, your own.

**5 Specified Vehicles**

(move on to question 6 if charges have been given at question 4)

If you operate five vehicles or fewer and require cover on a specified vehicle basis, please give full details

<u>Vehicle Make &amp; Model</u>	<u>Reg. No.</u>	<u>Limit Required</u>
1)		GBP
2)		GBP
3)		GBP
4)		GBP
5)		GBP

What are your estimated annual payments to subcontractors?

*If you have answered this question, please ensure that you have also answered questions 4A-D (other than charges) before moving on*

**6 Goods**

A Please specify the main types of goods<sup>5</sup> that you carry

B Do you ever knowingly carry hazardous goods? YES / NO

If YES, please give full details

<u>Customer &amp; Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		GBP	GBP	GBP

C Do you ever carry temperature-controlled goods? YES / NO

If YES, please give full details

<u>Customer &amp; Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		GBP	GBP	GBP

<sup>5</sup> Note that certain theft-attractive goods (listed at page 8) are subject to an inner policy limit.

**7 Subcontractors**

Do you use subcontractors? YES / NO

**8 Vehicles**

A How many vehicles and trailers do you operate of the following types?

GVW<3.5T 3.5-7.5T 7.5-21T 21-38T GVW>38T Special Types Trailers

B Are any vehicles fitted with an alarm, immobiliser or tracking device? YES / NO

If YES, please give full details

**9 Trailers**

Is additional cover required for trailers owned or operated by or hired or leased to you? YES / NO

*If NO, please move on to question 10*

If YES, do you require detached/unattached cover only? YES / NO

Now, please give full details

**Your Own Trailers**

<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Value</u>
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**Third Party Trailers (for which you are responsible)**

<u>Average Number in Use</u>	<u>Maximum Value of Any One</u>	<u>Total Value</u>
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**10 Drivers**

Do you use agency drivers? YES / NO

If YES, what percentage of your total traffic and what type of goods is carried by agency drivers?

**11 Territorial Limits**

- A Do you operate solely within the British Isles<sup>6</sup>? YES / NO  
*If YES, please move on to question 12*
- B Do you operate solely within Europe<sup>7</sup>, including the British Isles? YES / NO
- C Do you ever operate in Italy? YES / NO  
 If YES, please state total charges and detail the type of goods in relation to traffic to, from or through Italy
- D Do you operate solely within Wider Europe<sup>8</sup>, including Europe and the British Isles? YES / NO
- E Please specify all other countries in which you operate
- |                |                |
|----------------|----------------|
| <u>Country</u> | <u>Charges</u> |
|----------------|----------------|

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<sup>6</sup> The United Kingdom of Great Britain and Northern Ireland, including its offshore islands, the Isle of Man, the Channel Islands and the Republic of Ireland.

<sup>7</sup> British Isles plus Andorra, Austria, Belgium, Denmark, Finland, Faroe Islands, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Portugal, San Marino, Spain, Sweden, Switzerland.

<sup>8</sup> Europe plus: Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia.

## 12 Background

- A Do you currently have an insurance policy of this type? YES / NO  
If YES, who are your current insurers<sup>9</sup>?
- B Has any insurer ever declined or imposed special terms on a proposal made by you or cancelled or refused to renew a policy held by you for this type of cover? YES / NO  
If YES, please give full details
- C Have you or any of the partners or directors ever been convicted of, charged with or received a Police caution for any criminal offence (other than a motoring offence punishable by a fixed-penalty fine)? YES / NO  
If YES, please give full details

## 13 Other Material Facts

You should declare here (or on a separate sheet if necessary) any other material facts<sup>10</sup>, otherwise the policy may not respond to certain claims.

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<sup>9</sup> Name of insurance company, not broker.

<sup>10</sup> Material facts are those which would influence our judgment in determining the premium or setting the terms of the policy or deciding whether to write it at all.

## 14 Claims Experience

Please provide a summary claims experience, and detail any claims in excess of GBP1,000 (if no claims in any given year, state "None")

<u>Policy Year</u>	<u>Number of Claims</u>	<u>Amount Paid</u>	<u>Outstanding</u>
Expiring: 20__			
Previous: 20__			
Previous: 20__			
Previous: 20__			
Previous: 20__			

## 15 Commencement

When do you require cover to commence?

## 16 Declaration

- A Form completed by \_\_\_\_\_ (print name)
- B Form signed by \_\_\_\_\_ (print name)
- C Position held \_\_\_\_\_

I have read and checked this proposal for completeness and accuracy. To the best of my knowledge and belief, I confirm that the information given is complete and accurate.

I understand that, if accepted, this proposal will form the basis of the contract between the proposer and Underwriters, and that any material misrepresentation or non-disclosure may lead to avoidance of the policy by Underwriters.

I confirm that I am duly authorised by the proposer to make this declaration.

- D Signature \_\_\_\_\_
- E Date \_\_\_\_\_

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Northern Marine Underwriters Limited  
 Registered in England, Number 1262636  
 Registered Office: Goodbard House, 9 Infirmary Street, Leeds, LS1 2JP  
 Authorised and regulated by the Financial Services Authority  
 Acting for Watkins Syndicate (WTK/457) at Lloyd's of London

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## Policy Summary – for information and reference only

Subject to limits, conditions and exclusions, the policy covers loss, damage, expense and liability incurred in relation to the insured's activities as a haulier.

Some conditions are to be precedent to liability – which means that claims may not be paid if these conditions have not been complied with.

Excesses apply to most sections of the policy.

### A Introduction – legal and administrative matters

### B The cover provided

- |   |   |                                   |
|---|---|-----------------------------------|
| 1 | Liability for loss, damage & consequential loss | i) under your trading conditions; |
| 2 | Containers belonging to third parties           | ii) under the CMR Convention;     |
| 3 | Legal costs and expenses in defending claims    | iii) at Common Law;               |
| 4 | Third party goods under lien                    |                                   |
| 5 | Debris removal and mitigation costs             |                                   |
| 6 | General Average and Salvage charges             |                                   |
| 7 | Your own goods including sheets and ropes       |                                   |
| 8 | Your equipment for handling/loading goods       |                                   |
| 9 | Your drivers' effects (in your vehicles)        |                                   |

### C Conditions precedent to liability

- |   |   |  |
|---|---|--|
| 1 | Trading under approved conditions         |  |
| 2 | Vehicle maintenance and other precautions | i) audio, visual, audio visual equipment or accessories, including all such portable or hand-held devices; |
| 3 | Taking care of goods                      | ii) photographic equipment, lenses; components, parts or accessories;                                      |
| 4 | Own vehicle locking and anti-hitching     | iii) computer equipment, components, parts or accessories and associated software;                         |
| 5 | Ensuring subcontractors pay their claims  | iv) laptop and handheld computers, portable electronic games, PDAs and the like and associated software;   |
| 6 | Taking references for employees           | v) mobile telephones, components, parts or accessories;  |

### D General conditions

- |   |   |   |
|---|---|---|
| 1 | Inner limit for theft-attractive goods      | vi) clothing, apparel or footwear;                    |
| 2 | Policies in joint names                     | vii) jewellery, watches or perfumes;                  |
| 3 | Your conduct and licensing                  | viii) non-ferrous metals in raw, scrap or ingot form; |
| 4 | Termination for fraud                       | ix) precious stones or metals;                        |
| 5 | The Contracts (Rights of Third Parties) Act | x) prescription pharmaceutical products;              |
|   |   | xi) processed tobacco or tobacco products;            |
|   |   | xii) spirits or fortified wines;                      |

### E Exclusions

- |    |  |   |
|----|--|---|
| 1  | Certain goods                                  | i) passports, documents, monies of every description, securities, negotiable documents or instruments, deeds, bonds, bullion, precious metals and stones, jewellery, tickets, stamps, pre-pay vouchers, credit, charge debit or fuel cards; |
| 2  | War and similar risks                          | ii) goods forming in whole or part any household, factory or office removal;  |
| 3  | Certain CMR and similar liabilities            | iii) goods being towed using their own axle;  |
| 4  | Deterioration                                  | iv) trailers, unless mounted upon another vehicle and being carried for reward or noted as covered in the Schedule;   |
| 5  | Delay and consequential loss                   | v) goods classified as hazardous by regulatory authorities;   |
| 6  | Theft from storage, unless forcible entry/exit | vi) living creatures;   |
| 7  | Date recognition failure of computer systems   |   |
| 8  | Your insolvency                                |   |
| 9  | Your fraud                                     |   |
| 10 | Contamination                                  |   |

### F Service standards you can expect from us

### G Claims procedures

### H Definitions of standard policy terms

This summary is for information only and is not intended to form part of your proposal or any contract.

**A specimen copy of the policy is available on request.**