

Motor Truck Carriers Legal Liability Policy Application

PART A – MOTOR TRUCK CARRIER

Name of Applicant (in full, including all partners, if applicable)

Address

City	Province	Postal Code
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Please tell us the year in which this business was established:	Province of Incorporation (Head Office Location)
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Has ownership of the business changed since that date? Yes No If yes, please provide details:

List your largest clients and the main types of cargo likely to be carried, handled or warehoused by you:

In which countries do you require cover?	Receipts – Estimated Annual Gross Haulage	
	From the Use of Vehicles owned or operated by you	From the employment of subcontractors
In Canada only <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
Canada to the U.S.A. <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
From the U.S.A. to Canada <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
In Mexico <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$

Do you knowingly carry, handle or warehouse any of the following cargoes:

- Processed Tobacco &/or tobacco products lap-top, palm-top or other similar portable computer equipment
 Semi-conductor chips Bullion, precious metal/stones and/or articles made of or containing precious metal/stones

Do you handle any theft attractive cargo?

<input type="checkbox"/> Bottled perfumery	<input type="checkbox"/> Televisions, digital cameras, audio/video equipment &/or associated pre-recorded media
<input type="checkbox"/> Spirits/alcohol	<input type="checkbox"/> Computer equipment, associated software &/or electrical accessories
<input type="checkbox"/> Clothing &/or footwear	<input type="checkbox"/> Non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form
<input type="checkbox"/> Jewellery &/or watches	<input type="checkbox"/> Mobile, cellular or other portable telephone equipment

Do you handle any specialist traffic?

<input type="checkbox"/> Boats/automobiles	<input type="checkbox"/> Household goods/effects, factory office or similar removals	<input type="checkbox"/> Portable &/or prefabricated buildings
<input type="checkbox"/> Transformers	<input type="checkbox"/> Live Plants or animals	<input type="checkbox"/> Plant & Machinery
		<input type="checkbox"/> Works of art

Do you handle any perishable Goods/Reefer Cargo <input type="checkbox"/> Yes <input type="checkbox"/> No	Do all units have breakdown warning lights? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Is equipment regularly services and inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	How frequently do drivers check gauges and log readings?
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Haulage – Percentage of receipts earned from:

General Freight %	Reefer Cargo %	Specialist Cargo %	Theft Attractive %
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Please tick the appropriate box alongside any contract conditions used and complete the adjacent boxes if relevant.

Bill of Lading incorporating Ontario Truck Transportation Act Regulation or equivalent (attach copy) <input type="checkbox"/> Yes <input type="checkbox"/> No	Any other contract conditions (attach copies) <input type="checkbox"/> Yes <input type="checkbox"/> No
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Any declared value shipments (list details of cargo below)

Yes No

Type of Cargo	Total Annual Estimated Declared Values

Amount of USA backhaul Valued Shipment

\$

Please tell us the vehicle limits required for liability under contract conditions

\$

N.B. The vehicle limit is the maximum amount we will pay for property carried in or on any one vehicle or vehicle and trailer combined.

Please tell us the limit you require for anyone event

\$

Fleet Details

Gross Vehicle Weight	# Tractor Units	# Trailer Units	# Reefer Units	# Other Units
Under 12,700 Kg				
Over 23,700 to 21,000 Kg				
Over 21,000 to 37,000 Kg				
Over 37,000 Kg				

Do you subcontract any carriage?

Yes No

If yes, do all subcontractors used by you agree in writing to accept no less liability than you have and to fully indemnify you for all losses before you entrust cargo &/or equipment to them?

Yes No

If No, please tell us how you hold subcontractors responsible for cargo entrusted to them and enclose copies of all documents used to hold them responsible:

Do you have a Safety Management program in place?

Yes No

Do you ever leave unaccompanied trailers with customers for loading/unloading

Yes No

Do you ever do any yard storage?

Yes No If yes, what security measures are taken?

Do you require cover for deterioration of cargo carried in temperature or humidity controlled vehicles, trailers or containers?

Yes No

PART B – STATIC RISKS

Do you require cover for your liability for cargo warehoused at a rental, or under contract for storage and distribution, or by agreement or otherwise on request?

Yes No

PART C – ERRORS & OMISSIONS

The standard limits of liability for the Errors and Omissions coverage to our policy is \$50,000 for all claims arising out of any one event or made during any one annual period of insurance.

If these standard limits are inadequate for your needs please state the limit required for all claims arising out of any one event or made in any one annual period of insurance and please complete the four (4) questions that follow.

\$

Non-Incorporation of contract conditions

Do you require cover for your liability for accidental failure to incorporate your contract conditions into the contract with your customer?

Yes No

If yes, will you:

Instruct your staff in writing to tell customers of the contract conditions applicable when:

Verbally quoting for business

Yes No

Confirming quotations in writing

Yes No

Include a clear wording on all stationary used to communicate with customers stating that all business is transacted subject to your contract conditions and that copies are available upon request?

Yes No

Make copies of you contract conditions available upon request?

Yes No

If no to any of the above, please tell us how customers are made aware of your contract conditions and enclose copies of any documents used:

IMPORTANT: If you use more than one set of contract conditions, please enclose specimen copies of all stationery (including facsimile headers)

How many partners, directors, principals and staff are employed in the business?

Will you obtain and retain at least two satisfactory references from reliable sources for all new managerial and clerical employees engaged after the inception of this insurance? Yes No

If no, please tell us how such prospective employees are (or will be) vetted

Do you ever contract or make or collect payments on behalf of customers or principals?

Yes No

PART D – GENERAL QUESTIONS

Customs Brokering – Do you provide any customs brokering services for cargo under bond, or guarantee?

Yes No

Freight Forwarding – Do you provide any freight forwarding services?

Yes No

Who are you present insurers for the risks proposed?

Has any insurer declined, cancelled, declared insurance void or imposed special terms in respect of the risks to which this application relates (please include any previous business in which you or any other directors or partners are or have been engaged?)

Yes No If yes, please provide details:

Date	Details	Insurer

Have you or any of your directors or partners even been convicted of or charged with (but not yet tried for) any criminal offence other than a driving offence?

Yes No If yes, please provide details:

Have you had any losses or potential claims relating to the subject matter of this application for insurance during the last 5 years?

Yes No If yes, please provide details and specify whether they are E&O or legal liability:

Date	Details	Amount Paid	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Do you have a policy in-force which provides coverage for direct damage to cargoes being carried?

Yes No

Insurance Disclosure and Authorization to Bind Form

A. PRIVACY COMPLIANCE FORM

The Client hereby acknowledges that Marsh has been retained by the Client, the Association, and/or a member of the Association, which is a Client, to provide insurance coverage and products to its members and/or to acquire or renew a policy or policies of insurance or to provide Surety, Consulting, and/or Risk Management Services for the Client, Association and/or members of the Association, under which the Client, individual Client, named individual members of the Client, named individuals in addition to the Client, or where the Client is a commercial or other entity, its employees, servants and representatives (hereafter collectively called "insured individuals") may be insured. As part of the application for new or renewal insurance coverage(s) or to provide Surety, Consulting and/or Risk Management Services, the Client hereby authorizes and expressly consents to Marsh collecting, using or disclosing Personal Information of such insured individuals as required and as permitted pursuant to relevant privacy laws or other laws and providing such Personal Information to third parties as required, including insurance companies, intermediaries, reinsurers, other brokers, claims adjusters, the association if applicable, and other third parties involved in providing the above services as outlined in Marsh's Privacy Policy which can be viewed at www.marsh.ca or can be forwarded to the Client on request.

Where there are insured individuals in addition to the Client, or where the Client is a commercial or other entity, the Client hereby covenants and warrants that the Client has obtained the appropriate consent from all of the insured individuals for its disclosure of their Personal Information to Marsh and to the collection, use and disclosure of their Personal Information by Marsh for these purposes and has either provided a copy of Marsh's Privacy Policy or referred the insured individuals to the [Marsh.ca](http://www.marsh.ca) website. The Client agrees to indemnify and hold Marsh harmless for any claims arising from the Client's breach of this warranty.

B. PROGRAM DISCLOSURE

Your Motor Truck Carriers Legal Liability coverages will be placed with a program administered by Marsh Canada Limited. Marsh Canada has engaged in a competitive marketing process to offer a competitive product. We have negotiated these Programs (Motor Truck Carriers Legal Liability) on a group basis with insurers but we have not acted as a broker for any individual participant.

This Program may be for a term of several years and may not be negotiated annually.

C. COMMISSION DISCLOSURE

Marsh Commissions:

Line of Coverage	Insurance Company	Premium (\$)	Insurer Consulting Compensation (Percentage or Fee Based)	Retail Commission (%)	Other Access	Other Access Point Commission
Motor Truck Carriers Legal Liability						

Notes: Marsh Role

Marsh is serving as your broker in placing your insurance coverage(s) referenced above. Marsh may receive different forms of compensation that relate directly or indirectly to your placements. Since Marsh's compensation may vary depending on the insurance program that you choose, Marsh is providing you with information to help you evaluate potential conflicts of interest.

Marsh may be compensated by commissions based on the sale of insurance. Commissions may vary depending on a number of factors, including the insurance purchased and the insurer selected. The commissions that Marsh or its affiliates may collect on the quotes Marsh obtained on your behalf are itemized above.

Insurer Consulting Compensation

Marsh receives separate compensation from insurers for providing consulting, data analytics or other services. The services are designed to improve the offerings available to our clients, assist insurers in identifying new opportunities, and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and by geography. This compensation can be paid in the form of a fixed fee, a percentage of premium, or a combination of both. It is in addition to and will not be credited against any fee payable to Marsh and will not be subject to any cap on commissions payable to Marsh.

For additional information, please visit: <http://Canada.marsh.com>>About Us>About Marsh>Disclosure

- Marsh & McLennan Companies, Inc. and its subsidiaries have direct and indirect investments in insurance and reinsurance companies and have contractual arrangements with certain insurers and wholesale brokers.
- Premium Financing - Marsh Income disclosure statement

D. SIGNATURE

PLEASE RETURN THE SIGNED CONSENT VIA EMAIL OR FAX

Privacy Consent - Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and similar provincial laws, are intended to protect the confidentiality of an individual's Personal Information. We rely on the employer to obtain the consent of the employee for the collection, use or disclosure of personal information necessary for us to properly manage the client's insurance programs. Such information may be used to make decisions about insurance applications and to assess eligibility for, process and maintain insurance coverage, related products and services; analyze, assess and underwrite risks on a prudent basis; respond to the client's inquiries about applications, accounts and other services; investigate and pay claims; and detect and prevent fraud, suspicious claims or other illegal activities. As part of the application for new or renewal insurance coverage(s), the Client hereby authorizes and expressly consents to Marsh collecting, using or disclosing the client's Personal Information as required for those purposes and as permitted pursuant to relevant privacy laws and providing such Personal Information to third parties as required, including insurance companies, intermediaries, reinsurers, other brokers, claims adjusters and other third parties involved in providing insurance services. Where there are insured individuals in addition to the Client, or where the Client is a commercial or other entity, the Client hereby covenants and warrants that the Client has obtained the appropriate consent from all of the insured individuals to disclose their Personal Information to Marsh for these purposes and for Marsh to use and disclose it for these purposes. Marsh's Privacy Policy is available at www.marsh.ca

By signing this form you are consenting to the statements above.

Client Name (or an authorized signing Officer where the Client is a commercial or other entity) (please print)

Signature of Client

Date (mon/dd/yyyy)