

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
- D Telephone number
- E Business activities¹
- F Year established (and details of any change of ownership)

2 Trade Association Membership

Are you a member of the Irish Road Haulage Association
or any other trade association or body?

IRHA / IIFA
OTHER / NONE

If OTHER, which?

3 Freight Charges

What are your total annual charges made for: haulage? EUR

storage? EUR

forwarding? EUR

¹ Note that NMU freight liability insurances only cover against liabilities incurred in connection with specified occupations, such as road haulier, freight forwarder or warehousekeeper – any other associated occupations should be insured under a more appropriate policy.

4 Trading 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 haulage by specified vehicles only)

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

If YES, please give full details (specify issuing body and edition²), with charges split between own and subcontractors' vehicles

<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
IRHA 2002 conditions of carriage	EUR 1,100	EUR	EUR
IRHA 2008 conditions of carriage	EUR 1,800	EUR	EUR
CMR Convention	SDR 8,330	EUR	EUR
IIFA 1996 conditions	SDR 2,000	EUR	EUR
UKWA 2006 conditions	EUR 127	EUR	EUR

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>
		EUR	EUR	EUR

C Do you enter into any special contracts³ with particular customers or trade under any other (i.e. non-standard) conditions⁴? 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>
		EUR	EUR	EUR

² For example, *Irish Road Haulage Association 2002 conditions of carriage*.

³ Including contractual (i.e. non-statutory) CMR.

⁴ For example, your own.

D Do you carry 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>
		EUR	EUR	EUR

5 Specified Vehicles

(move on to question 6 if haulage 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 & Model</u>	<u>Reg. No.</u>	<u>Limit Required</u>
1)		EUR
2)		EUR
3)		EUR
4)		EUR
5)		EUR

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 goods⁵ that you carry or store

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

If YES, please give full details

<u>Customer & Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		EUR	EUR	EUR

⁵ Note that certain theft-attractive goods (listed at page 10) are subject to an inner policy limit.

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

If YES, please give full details

<u>Customer & Commodity</u>	<u>Conditions</u>	<u>Limitation per tonne</u>	<u>Own Charges</u>	<u>Subcontracted</u>
		EUR	EUR	EUR

7 Incorporation of Conditions

What steps will you take to incorporate your trading conditions into contracts with your customers⁶?

- | | | |
|---|--|----------|
| 1 | Sending copy conditions to all new customers | YES / NO |
| 2 | Notification on collection and delivery documents | YES / NO |
| 3 | Notification on letterheads and e-mails | YES / NO |
| 4 | Notification on invoices and statements | YES / NO |
| 5 | Periodic notification mailings (if YES, state frequency) | YES / NO |
| 6 | Notification on web site | YES / NO |
| 7 | Other (please state) | |

8 Subcontractors

A Do you use subcontractors? YES / NO

If NO, please move on to question 9

B Will you require⁷ all subcontractors to accept the same liability as you do? YES / NO

9 Vehicles

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

⁶ Note that it is a condition precedent to liability that conditions should be actively incorporated into contracts; therefore (1) to (4) should be considered the absolute minimum.

⁷ Note that it is a condition precedent to liability that subcontractors do not accept a liability less than your own and agree to indemnify you for loss or damage that they cause and that they are adequately insured.

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

10 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 11

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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11 Drivers

A Will you take up references⁸ for all drivers employed in the future? YES / NO

If YES, will this be in writing? YES / NO

B 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?

⁸ Note that it is a condition precedent to liability that satisfactory references be obtained before drivers are entrusted with goods.

12 Territorial Limits

A Do you operate solely within Ireland and the UK? YES / NO

If YES, please move on to question 13

B Do you operate solely within Europe⁹? 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 Europe¹⁰? YES / NO

E Please specify all other countries in which you operate

Country

Charges

13 Cabotage

Do you undertake Cabotage¹¹? YES / NO

If YES, please give full details below and attach copies of the relevant authorisation and the applicable trading conditions

EU Member State

Conditions

Limitation per tonne

Charges

⁹ Andorra, Austria, Belgium, Denmark, Finland, Faroe Islands, France, Germany, Gibraltar, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom.

¹⁰ Europe plus: Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia.

¹¹ Properly authorised domestic haulage wholly within European Union member states other than Ireland and the United Kingdom.

(As at 1 January 2007, the EU comprised 27 states: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.)

14 Storage

Do you require cover for storage activities? YES / NO

Storage cover will be subject to additional, risk-specific policy conditions and exclusions.

If NO, please move on to question 16

15 Storage Locations

Please list all storage locations and the monetary limit required at each

<u>Operator</u>	<u>Full Address, including Post Code</u>	<u>Limit Required</u> EUR
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You will be asked to complete a short questionnaire in respect of each location.

16 Freight Forwarding

Do you require cover for freight forwarding activities? YES / NO

Forwarding cover will be subject to additional, risk-specific policy conditions and exclusions.

If NO, please move on to question 19

17 Bills of Lading

Do you issue House Bills of Lading, House Air Waybills, FIATA Bills of Lading, or any other Combined Transport document? YES / NO

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

18 T-Forms

Do you ever give T-Forms, Community Transit or TIR System Documents, Single Administrative Documents, or any other Customs Guarantees? YES / NO

If YES, please give full details

19 Background

A Do you currently have an insurance policy of this type? YES / NO

If YES, who are your current insurers¹²?

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

20 Claims Experience

Please provide a summary claims experience, and detail any claims in excess of £1,000 (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			
Previous			
Previous			
Previous			
Previous			

21 Commencement

When do you require cover to commence?

¹² Name of insurance company, not broker.

22 Declaration

The proposer must ensure that they make a fair presentation of the risk when proposing for this insurance, and so they must check that the information in this Proposal Form is correct. The proposer must also make a fair presentation of the risk when renewing or varying the insurance.

A fair presentation is one where they:

- Clearly disclose every material circumstance which is known or ought to be known by the proposer, or which is sufficient to prompt insurers to make further enquiries;
- Make disclosure in a manner which is reasonably clear and accessible; and
- Ensure that every material representation as to a matter of fact is correct, and every material representation as to a matter of expectation or belief is made in good faith.

If the proposer is in any doubt as to whether to disclose something then it is normally better to disclose it, but they should consult with their insurance broker if they have any questions as to the presentation.

Failure to make a fair presentation may lead to:

- The voidance of any insurance effected, resulting in no claims being met; or
- Different terms being imposed, which might mean an increased premium, excess or reduced cover; or
- The reduction of the amount of a claim payment.

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

D Signature

E Date

NMU (Specialty) Ltd

Registered in England, Number 1262636

Registered Office: The Exchange, New York Street, Manchester, M1 4HN

Authorised and regulated by the Financial Conduct Authority

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 | Chartering, etc. of ships and aircraft | |
| 8 | Currency fluctuations | |
| 9 | Date recognition failure of computer systems | |
| 10 | Your insolvency | |
| 11 | Your fraud | |
| 12 | 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.