

## **OPTIONAL ENDORSEMENTS**

**The following endorsements DO NOT APPLY UNLESS STIPULATED AS BEING INCLUDED ON THE OPTIONAL ENDORSEMENTS SCHEDULE PAGE FORMING PAGE TWO THIS FORM.**

### **1) REFRIGERATION BREAKDOWN ENDORSEMENT**

In consideration of the premium charged this policy, irrespective of exclusion e) this policy is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is CONCLUSIVELY PROVEN to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:-

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- f) Failure due to computer or electronic process malfunction as per exclusion r) in the policy wording.

#### **The Insured warrants that:-**

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative(s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Underwriters at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1(a) in the optional endorsements schedule page forming page 2 of this form.

All other policy terms and conditions remain unchanged.

### **2) RIGGERS ENDORSEMENT**

In consideration of the additional premium charged, this policy is extended to cover the legal liability of the Insured for loss or damage to goods or merchandise, the property of others, while in the custody of the Insured and directly resulting from the accidental dropping or slipping of the property from slings, hoists, skids or other tackle or rigging whilst being loaded, unloaded, hoisted or lowered by the Insured, but in no event shall the Underwriters be liable for an amount exceeding the sum set against paragraph 2(a) in the optional endorsements schedule page forming page 2 of this form, in any one accident or loss at any one time.

Warranted competent riggers and adequate transportation and loading and unloading equipment will be used and that weight will not exceed the registered or manufacturer's guaranteed lifting or weight capacity of any equipment, including ropes, cables, block and tackle.

Each claim for loss of cargo, subject to the provisions of this endorsement, shall be adjusted separately and from the amount of each such adjusted claim, the sum set against paragraph 2(b) in the optional endorsements schedule page forming page 2 of this form, shall be deducted.

**All other policy terms and conditions remain unchanged.**

### **3) CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING)**

For the purpose of this endorsement the word "subcontractor" shall mean the trucking company which physically transports the cargo.

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In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this policy is extended to include the Insured's liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor's current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor's insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor's motor truck cargo policy.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except:-

- a) when the subcontractor is not legally liable for any loss or damage to the cargo,
- OR
- b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.

**4) UNATTENDED TRUCK ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that, irrespective of exclusion k, this policy is extended to include losses to cargo directly resulting from forcible and/or violent entry to unattended trucks, subject to such trucks having all their openings closed, securely locked and all keys removed, but the limit of liability under this extension shall be the sum set against paragraph 4 in the optional endorsements schedule page forming page 2 of this form, any one truck.

No coverage is provided hereunder for loss of or damage to cargo in and or on trailers or semi trailers which are detached from power units, unless such trailers or semi trailers are

- i) garaged in a building or
- ii) parked in a fully enclosed yard which is securely closed and locked, or
- iii) under constant surveillance, or
- iv) on a guarded lot

**AND**

the trailer or semi trailer has all the openings closed and securely locked with keys removed and the period that the trailer or semi trailer is detached from the power unit does not exceed 72 consecutive hours (Sundays and holidays excluded) from the time of detachment from the covered truck or tractor. (See definition of truck on page 6 of this form)

All other policy terms and conditions remain unchanged.

**5) ENDORSEMENT TO INCLUDE EARNED FREIGHT CHARGES**

In consideration of the additional premium charged, this policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a loss recoverable under this policy. This endorsement shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this policy.

All other policy terms and conditions remain unchanged.

**6) DEBRIS REMOVAL ENDORSEMENT**

In consideration of the additional premium charged, this policy is extended to cover the costs of removal of the debris of the cargo insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this policy. Underwriters liability under this endorsement shall be sublimited to the sum set against paragraph 6 in the optional endorsements schedule page forming page 2 of this form. In any event, the maximum liability of Underwriters under this policy for any one accident shall be the amounts set forward in items A & B of the schedule page forming page 1 of this form. Nothing contained in this endorsement shall extend coverage hereunder to include environmental clean up costs or similar expenses.

All other policy terms and conditions remain unchanged

**7) L.T.L. ENDORSEMENT (OFF TRUCK COVER)**

(Less than Trailer Load)

In consideration of the additional premium charged, this policy is extended to cover the liability of the Insured for cargo otherwise covered hereunder whilst unloaded and held pending transfer at the terminals as named against paragraph 7 in the optional endorsements schedule page forming page 2 of this form, for a period not exceeding 72 hours after unloading. (Sundays and holidays excluded). The limits of liability in this respect shall be as specified in paragraph 7 of the optional endorsements schedule page forming page 2 of this form, but always subject to the overall loss limit set forward in item B of the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged

**8) IN FULL PREMIUM ENDORSEMENT**

It is hereby noted and agreed that the liability of Underwriters shall be limited to cargo **WHILST IN AND OR ON A TRUCK WHICH IS SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY**, including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy specified in condition 18. This endorsement shall not override exclusion m) or any other conditions of the policy.

All other policy terms and conditions remain unchanged

**9) TRAILER INTERCHANGE ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that this policy is extended to cover the Insured's liability to non-owned trailers under a trailer interchange agreement.

Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an insured automobile, garments, personal effects, or other property of the assured or of others carried in or upon the trailer.
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the trailer.
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.

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- 4) Loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire trailer.
- 6) The wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any trailer occurring whilst such trailer is not attached to a tractor unit which is insured for cargo liability under this policy.

The limit of liability of the Underwriters in respect of any one trailer shall be the sum set against paragraph 9 (a) in the optional endorsements schedule page forming page 2 of this form. In the event that the actual value of the trailer insured under this extension exceeds that sum, then Underwriters shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

The total limit of liability of Underwriters under this extension shall not exceed the sum set against paragraph 9(b) in the optional endorsements schedule page forming page 2 of this form, any one loss, but Underwriters overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit, being the sum set against item B) in the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged.

**Use space on last page or attach an extra sheet if there is insufficient room for answers**

1. Applicant: \_\_\_\_\_ doing business as:  
 Company: \_\_\_\_\_ Year established \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ ICC Docket No. MC \_\_\_\_\_

2. Names, addresses and functions of Associated or Subsidiary Companies to be included:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Are Companies: a) Common Carriers [  ] b) Private Carriers [  ]  
 c) Contract Carriers [  ] d) Owner of cargo [  ] e) Other [  ] (Please give details at end of form)  
 If you contract on a released liability basis please attach a copy of a specimen waybill showing how much liability you accept. Also please give details of your additional valuation rates and the approximate annual level of additional valuation charges you receive.

4. a) Please give details of any operations carried out other than that of a carrier \_\_\_\_\_  
 \_\_\_\_\_  
 b) Do you subcontract to other parties? \_\_\_\_\_ If so on long term (30 day+) leases or other basis? (give details) \_\_\_\_\_  
 c) Are subcontractors responsible and insured for loss or damage to the cargo you subcontract to them? \_\_\_\_\_ If so, do you maintain copies of their current insurance arrangements on file? \_\_\_\_\_

5. Please give gross receipts in respect of your trucking operations for past 5 years:-

YEAR	G.R. Own haul	G.R. Subcontracted out	Total G.R. all operations
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6. The following interests are **excluded** under the basic policy form, but can normally be covered at additional premium if requested. Please circle any you wish to be covered, and include details of such exposures in answer to question 8: Accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry &/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap or ingot form, furs, alcohol, liquor, beer, wine, garments (*defined as: items of clothing, including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like*), seafood unless canned, and electronics (*defined as: all items of consumer and commercial electrical appliances and instruments including but not limited to radios, stereos, televisions, computers, computer software, hard drives, chips, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, CD players and the like. Note: Heavy electrical items, such as switchgear, turbines, generators and the like are NOT considered to be electronics*).

7. Form of cover required: Broad Form [  ]      incl Reefer Breakdown ? [  ]  
 Named Peril Form [  ]

8. List by category and percentage of the total loads shipped:

Type of cargo	Ave. Value per load	Max. Value per load	% of total loads
Machinery			
Tobacco			
Produce			
Chilled Food			
Frozen Food			
Building Materials			

9. Do you require cover for cargo in terminals or at other places where vehicles are often left overnight or at weekends either on vehicles \_\_\_\_\_? or off vehicles \_\_\_\_\_?  
 If either answer is yes, please give details of any such places which are regularly used:

Address	Fenced yard locked at night?	24 hour watchman?	Alarmed Building?	Sprinklered Building?	Max. value exposed?

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10. Limits required: a) \$ \_\_\_\_\_ a.o.vehicle  
 b) \$ \_\_\_\_\_ a.o.loss (vehicle accumulation)  
 c) \$ \_\_\_\_\_ a.o.terminal (off vehicles)

If Limit for 10b) is in addition to 10c), specify overall loss limit needed \$ \_\_\_\_\_

Do you ever carry loads valued greater than the cargo insurance limit requested? Yes / No

11. Give details of any steps taken to secure vehicles whenever left unoccupied. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12. Give details of any I.C.C. or State / Provincial cargo filings required:  
 \_\_\_\_\_  
 \_\_\_\_\_

Percentage of hauls by distance: 1-250 miles [     ] 251-1000 miles [     ] 1001+ miles [     ]

13. Please give details of the number of vehicles for which cargo cover is required:

<b>Tractor Units</b>		<b>Reefer Trailers 10 yrs old or less</b>	
<b>Straight trucks</b>		<b>Reefer Trailers more than 10 yrs old</b>	
<b>Reefer trucks</b>		<b>Flat bed trailers</b>	
<b>Tank trucks</b>		<b>Tank trailers</b>	
<b>Other power units</b>		<b>Other trailers</b>	
<b>Total number of power units</b>		<b>Total number of trailers</b>	

14. Please give power unit vehicle identification numbers if scheduled vehicle policy required:

<b>1</b>		<b>6</b>	
<b>2</b>		<b>7</b>	
<b>3</b>		<b>8</b>	
<b>4</b>		<b>9</b>	
<b>5</b>		<b>10</b>	

15. Please give driver details:

Total no. of drivers		No. of full time employee drivers	
No. under 25 yrs old		No. of drivers on long term (30d+) lease	
No. over 60 yrs old		No. of two person driver teams	

16. Please give details of checking procedures maintained for employing new drivers: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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17. What are the criteria you use to determine whether to fire existing drivers? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

18. Please give details of your cargo loss experience whether insured or not, for the past 5 years, on an All Risks / Broad Form basis, **FROM 1st DOLLAR / NO DEDUCTIBLE**

<b>Year</b>	<b>Paid</b>	<b>Outstanding</b>	<b>What happened?</b>

19. Are details of claims within deductibles ('over, shortage and damage') maintained? If so, please give details for the past 3 years:

<b>Year</b>	<b>Total amount paid</b>	<b>Total amount outstanding</b>

20. Has any insurer within the past 5 years refused to renew, or canceled insurance to the applicant?: \_\_\_\_\_ If so please give details: \_\_\_\_\_

\_\_\_\_\_

21. Please give details of your existing cargo insurance:

<b>Carrier</b>	<b>Existing deductible</b>
<b>Renewal offered?</b>	<b>Existing limit</b>
<b>Existing rate</b>	<b>Expiry date</b>

22. Date from which insurance cover is required: \_\_\_\_\_

**23. I/we hereby declare that the statements and particulars given on this form are true to the best of my/our knowledge and belief and that I/we have not suppressed, withheld or modified any material facts. I/we agree that should a policy be issued, this form shall be the basis of the contract, and that any change in the pattern of my/our trade or trade practices shall be advised to the Underwriters who may at their discretion, vary the terms and conditions of the contract.**

