

NOTE:

Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, Ontario M5J 0A8 Tel: 1-877-755-4934 / Fax: 416-349-4562

http://www.marsh.ca

Freight Forwarders' Legal Liability Coverage Application

(Please attach extra pages if necessary) **GENERAL INFORMATION** Company Name D\B\A (Doing Business As) Address (No. and Street) Province Postal Code City Contact Name Position/Title Telephone: Fax: Mobile: e-mail: Website: **BUSINESS OPERATIONS** Briefly describe the nature of your business Number of years in business Are you a member of any trade association: Yes No If YES, are you a member of CIFFA Other; please describe: Please advise the number of staff broken down into the following categories: Director/Senior Management: Senior Technical: Clerical/Secretarial: Warehousemen: Operational: Bonded Employees: Drivers: Other (describe): Radius of Operation: Local (1 to 100 miles): % Intermediate (101-500 Miles): % Long Haul (500+ Miles): % Do you use sub-contractors If yes, what is the Do you have a process to obtain Certificates of Insurance ☐ Yes ☐ No number of sub-contractors you use: from all sub-contracted carriers ☐ Yes ☐ No Do you ensure that all sub-contracted carriers have a minimum of \$2 million Do you ensure that all sub-contracted carriers have cargo liability insurance in Auto Liability for Third Party Bodily Injury/ Death ☐ Yes ☐ No equivalent to the value of the goods ☐ Yes ☐ No **GROSS RECEIPTS** Please provide Gross Freight Receipts as follows: Gross Freight Receipts means the total amount of receipts to which the Insured is entitled for the services to which the policy applies before deduction of amounts paid or payable to subcontractors, but excluding customs duty, sales tax or similar charges paid on behalf of the customers. Prior Year: Upcoming Year: Current Year: Upcoming Dollar amount (CAD): \$ Current Dollar amount (CAD): \$ Prior Dollar amount (CAD): \$ FREIGHT FORWARDS' LEGAL LIABILITY AND ERRORS AND OMISSIONS COVERAGE Operations for which you require insurance (check as appropriate): NVOCC ☐ Freight Forwarder ☐ Ship Agent ☐ Customs Broker ☐ Terminal Operator ☐ Warehousekeeper □ Load Broker Coverage **Limit of Liability Deductible** Coverage **Limit of Liability Deductible** Cargo Liability \$ **Errors and Omissions** Please describe the main areas of your business and trading conditions % of operation Conditions Attached Freight Forwarder ☐ As Agent % ☐ As Principal % П **NVOCC** % Ship Agent % Customs Broker % **Terminal Operator** % Warehousekeeper ☐ Owned % П □ Sub-contracted % П Load Broker % Other, please describe

FIATA Bill of Lading (ocean), CIFFA Standard Trading Conditions, CSCB Standard Trading Conditions, Uniform Truck Bill, etc.

Please attach a sample Contract/Trading Conditions for each of the above applicable operations, unless they are standard forms, such as

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					201	MARIT	150					
						MODIT				T		
				Insura	ible Volume:		Average Insured Shipment Value		Maximum Insured S		•	
per month per year \$				CAD			\$ CAD			\$		CAD
Shipment Mode		Shipment Type:		Dom	estic Transit:		nent Metho					
Air	%	Domestic	%	Truc			inerized –		%	Ro-Ro		%
Ocean	%	Imports	%	Rail	%		ainerized –		%	Open Top/	Flat D	
Inland	%	Exports	%	Cour	rier %	Non-c	containerize	ed	%	Other:		%
Type of product	shippe	ed and the perce	ntage of you	ur traf	fic for the following	commo	dities? Ch	eck all that a	pply			
New General Merchandise %							☐ Used General Merchandise					%
□ Non-Perishable Goods %							☐ Commercial Automobiles					%
Perishable Goods %							☐ Fragile Goods					%
☐ Refrigerated and/or Temperature Controlled Cargo %						☐ Laptop, Mobile phones and PDAs						%
☐ Clothing and Footwear %						☐ Household Goods/Personal Effects						%
☐ Radioactive,	Hazar	dous, Restricted	, Controlled	Items	s %	☐ Firearms, Ammunition and Explosives					%	
☐ Alcohol, Spirits, Liquor and Tobacco Products						☐ Bullion, Precious Metal and Negotiable Documents					%	
☐ Antiques, Artwork and Collectibles						☐ Live Animals & Trees					%	
☐ Jewelry, Wat	ches,	Precious Stones	and Metals	;	%	☐ Fur & Skins					%	
☐ Bulk Cargo: Describe					%	Other: Describe					%	
Please advise th	ne perc	centage of your to	raffic to/fron	n or w	ithin the following	geograp	hic areas					
Country			Tota	ıl	Road		Rail	Air		Container		Non-Container
			Percen							(Ocean)		(Ocean)
North America				%	%	%		%		%		%
South America				%	%	%		%		%		%
Central America				%	%	%		%		%		%
Caribbean				%	%	%		%		%		%
Europe				%	%	%		%		%		%
Russia & former CIS Countries				%	%	%		%		%		%
Asia / Far East				%	%		%	%		%		%
Africa				%	%		%	%		%		%
Middle East				%	%			%		%		%
Other (Specify):				% %			%	%		%)	%
Previous Insurar	oo Pr	okor			PREVIOUS INSU	RANCE			mnoni			
Previous irisurar	ice bi	okei					Previous	Insurance Co	этграгту			
Coverage					Expiry Date (mm	/dd/yy)	I/yy) Coverage				Expiry Date (mm/dd/yy)	
Freight Forwards' Legal Liability and Errors And							Warehouseman's Liability					
Omissions							,					
Property (Including Equipment Breakdown):							Business Interruption					
Commercial General Liability (CGL)					Crime							
					LOSS	EXPERI	ENCE					
Date or Year Coverage Type, i.e. of Incident Property, Liability, etc.					Loss Description						Amount Paid Or Outstanding	
							·					
	1											

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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 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 Freight Forwarders' 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 this Program (Freight Forwarders' 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		
Freight Forwarders Legal Liability Coverage								

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)						

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