

Freight Operators Liability Factfinder

Date produced on:

Quote required by:

Intermediary details (to be completed by your insurance intermediary)

Intermediary Name:

Contact person:

Direct Telephone no (inc code):

Email address:

Existing Insurance Details

Does the proposer currently have or have they previously had any other Marine insurance cover in place?

If Yes, please state:

Name of insurer:

Period of Insurance:

Current Excess:

Your Details

Name of the Insured:

Address:

Postcode:

Claims experience

In the past 5 years, have any claims been made?

If Yes, please provide the following details of each incident:

Date of intimation	Brief description of claim	Total payments including costs	Total outstanding reserves	Open/ Closed

If this is a new venture, please provide details of industry experience:

General Information

Please provide details regarding the company history: (Include details such as when formed and comments regarding management practices and general housekeeping)

How long have you been a member of the RHA or BIFA?

Please state the Geographical limits in which you operate: (see Zones below for definitions)

Geographical Limits

Zone 1

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands, (including the Channel Islands), only.

Zone 2

Zone 1 (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland only.

Zone 3

Zone 2 (as defined above), Bulgaria, Cyprus, Czech Republic, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Malta, Poland, Romania, San Marino, Slovakia, Turkey (not east of the Bosphorus) only.

Zone 4

Zone 3 (as defined above), Albania, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Russian enclave, Serbia, Slovakia and Slovenia.

Zone 5

Zone 4 (as defined above), Belarus, Moldova, Russia (not east or south of Moscow), Turkey (south and east of the Bosphorus), Ukraine only.

Zone 6

Worldwide (Freight Forwarders only).

Please state the main type of goods that you carry:

Is any of your work sub-contracted out? (Confirm back to back cover)

If Yes, do the sub-contractors have their own insurance?

Please state what checks are in place to ensure sub-contractors have their own insurance:

Geographical Limits (continued)

Please specify the Conditions of Trading that you use:

Conditions used	Specific Contract - If applicable	Limit - per tonne or vehicle	Haulage charges
RHA 1998 - Own vehicles:			
RHA 1998 - Sub-contractors:			
All Risks - Own vehicle:			
All Risks - Sub-contractors:			
CMR UK - Own vehicles:			
CMR UK - Sub-contractors:			
CMR Zone 2 - Own vehicles			
CMR Zone 2 - Sub-contractors			
BIFA Zone 6			
Other Conditions - Own Vehicles			
Other Conditions - Sub contractors			
UKWA/RHA storage Address(es)			

Please state the number of vehicles that you operate:

Gross Vehicle Weight	Number of vehicles
Over 24 tonnes:	
15 to 24 tonnes:	
7.5 to 15 tonnes:	
3.5 to 7.5 tonnes:	
Up to 3.5 tonnes:	

Please state the percentage of your turnover related to transporting the following Target goods:

Goods	Percentage of turnover
Spirits/tobacco products:	%
Processed tobacco:	%
Audio/visual equipment:	%
Mobile Phones &/or similar:	%
Non-ferrous metals:	%

Geographical Limits (continued)

Refrigerated goods:	%
Furs and/or ready made garments:	%
Photographic Equipment and accessories	%
Precious metals or stones:	%
Computer equipment, software and accessories;	%

For refrigerated goods, please give the split for chilled and frozen goods:

	Chilled	Frozen
UK only:	%	%
Zone 2:	%	%

Risk Management

Please give details of your vehicle security:

Please give details of your premises/yard security:

Please give details of security precautions taken for vehicles left loaded overnight:

Please give details of general risk management initiatives you have and programmes that are being considered for the future/anything relating to past losses:

Declaration

I/We declare that the information given is, to the best of my/our knowledge and belief correct and complete. If the risk is accepted I/we undertake to pay the premium when called upon to do so. I/We understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

Signed:

Date:

D

D

M

M

Y

Y

Y

Y

Position Held:

Important Information

Choice of Law

In the absence of any written agreement to the contrary this contract and any arbitration shall be subject to and governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

If You Have a Complaint

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A copy of the policy wording is available on request. All documentation is available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser. You should keep a record of all information supplied to us for your future reference.

How and why we use your information

We (Aviva), and our third parties, collect and use information (including data about health and unspent offences or criminal convictions) about you and, if relevant, somebody else covered under your policy and your vehicle(s), business and property.

We do this so we can:

- verify your identity and help prevent fraud
- calculate our risk to insure you
- calculate your price
- set up, assess and maintain your insurance contract with us
- renew and make changes to your cover
- process claims
- carry out marketing, profiling and analytics

Important Information (continued)

We share information within the Aviva Group, our reinsurers (our own insurers) and specific other organisations for these purposes.

The information comes from:

- what you've already told us
- data we already hold about you (including from other quotes and policies with us)
- publicly available sources
- other organisations we trust
- data about your device, general location and how you interact with our website

Data Protection - Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller). Aviva UK Digital Limited act as an additional data controller for the sale and distribution of the product.

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at aviva.co.uk/privacypolicy or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: contactus@aviva.com or by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

Important Information (continued)

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at dataprt@aviva.com

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims history

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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