



Motor Vehicle Proposal Form

Subject to the completion of a pre-shipment condition report

Proposers Name:.....

Proposers Address:.....

Proposers Date of Birth:.....Proposers Nationality:.....

Voyage (refer to Period of Insurance under Motor Vehicle Conditions for guidance):

Country Goods Shipped From Country Goods Shipped To.....

Port of Shipment..... Port of Arrival.....

Container Loading Point..... Container Outturn Point.....

Method of Shipment: Seafreight Full Load (FCL) or Part Load (LCL)
Roadfreight Full Load (FTL) or Part Load (LTL)
Airfreight

Vessel Name:.....

Date Goods Delivered to Carrier:.....Estimated Date of Shipment/Sailing:.....

Make of Vehicle:.....Vehicle Model:.....

Registration No:.....Chassis No:.....

Value to be Insured* £.....

*The vehicle should be insured for its full value at destination otherwise the full amount of the claim will not be recoverable. If you wish to include the cost of shipping note this on the proposal form and include within the total value to be insured.

Subject to the completion of an independent pre-shipment condition report - to be completed by an independent third party. If a pre-shipment report is not completed Clause D 7 overleaf will apply.

DECLARATION: To the best of my knowledge and belief the information provided in connection with this proposal, whether in my own hand or not, is true.

The information you have provided in this form contains statements upon which Underwriters will rely when deciding whether to accept this insurance and the terms on which it may be offered, including the amount of premium payable.

If you are in any doubt at all regarding any of the answers you have given, you should ask your broker.

You are required to provide a fair presentation of the risk to Underwriters.

If you breach your duty to provide a fair presentation and such breach was deliberate or reckless, Underwriters may regard the policy as void and are not required to return any paid premium back to you. If the breach was not deliberate or reckless, Underwriters remedy shall depend upon what Underwriters would have done if you had complied with the duty of fair presentation:-

- 1) Underwriters may regard the policy as void if they would not have entered into the policy on any terms in the absence of the breach. In this case, the Underwriters must return the premium paid.
- 2) If the Underwriters would have entered into the policy, but on different terms (other than terms relating to premium) the policy is to be treated as if those different terms applied from the outset, if the Underwriter so requires.
- 3) If the Underwriters would have entered into the policy but would have charged a higher premium the Underwriters may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Data Protection Act 1998 – Proposer’s Consent Clause By signing this Proposal Form I/We hereby consent to any information you may have about me/us being processed by you for the purpose of providing insurance and claims handling which may necessitate you providing such information to third parties.

Signature of Proposer.....Dated.....

Please return the completed form to: J.P Shipping Services Ltd, Main ABP Building (South Entrance), Alexander Dock, Newport, South Wales, NP20 2NP



Motor Vehicle Conditions of Insurance

This Insurance covers **all risks of physical loss and damage and is subject to Institute Cargo Clauses (A) or (AIR)** and the Institute War and Strikes Clauses dependent on method of conveyance. The below terms are deemed to supersede the provisions of the Institute Cargo Clauses where applicable.

BASIS OF VALUATION:

The current market value at destination plus freight and other charges or as may be Declared and agreed prior to shipment

PERIOD OF INSURANCE:

The insurance attaches from time of commencement of loading the insured vehicle on board the carrying vessel or conveyance at the port of shipment until completion of the unloading of the vehicle at the port of discharge.

If no other insurance is in force the policy is extended to cover the vehicle whilst on quay or in warehouse before or after shipment for a period not exceeding 72 hours.

Containerised vehicles - from container base to container base.

Extension of insurance to cover further transit or storage held covered at additional premium to be arranged.

CONDITIONS:

Against all risks of physical loss or damage to the insured vehicle as per Institute Cargo Clauses (A) as far as applicable. But also subject to the following:-

- A) The vehicle must be insured for its full value at destination otherwise the full amount of the claim will not be recoverable. If you wish to include the cost of shipping note this on the proposal form and include within the total value to be insured.
- B) In the event of a claim for loss of or damage to any part or parts, the company shall not be liable for more than the cost of repairing or replacing such lost or damaged parts.
- C) A pre-shipment condition report where "All Risk" cover is required on used or second-hand vehicles.
- D) The Insurance EXCLUDES liability in respect of:-
 - 1) **The first 1% of insured value or £250 whichever is the greater of any claim agreed.**
 - 2) Loss of or damage to the insured vehicle whilst being driven under its own power or whilst on

tow except whilst being driven or towed on/off the vessel/container.

- 3) Excluding Third Party Liability absolutely
- 4) Mechanical or electrical break-down, failure or breakages.
- 5) Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.
- 6) The risks of theft and/or pilferage of audio/stereo equipment and/or speakers and/or similar interests unless stolen with the vehicle.
- 7) Scratching, chipping, denting, bruising, rust, oxidation, discoloration and subsequent re-painting on used or second-hand vehicles where there is no pre-shipment report.
- 8) Rust, oxidation and discoloration on unpacked and unprotected vehicles shipped on deck.

The following clauses also apply:

In respect of goods moving by sea, road and rail:

Institute Cargo Clauses (A) 01/01/2009 CL382
Institute Strikes Clauses (Cargo) 01/01/2009 CL386
Institute War Clauses (Cargo) 01/01/2009 CL385
Institute Classification Clause 01/01/01 CL.354
Cargo ISM Endorsement (JC98/019)
Cargo ISM Forwarding Charges Clause (JC98/023)

In respect of goods moving by air:

Institute Cargo Clauses (Air) 01/01/2009 CL.387
Institute Strikes Clauses (Air Cargo) 01/01/2009 CL389
Institute War Clauses (Air Cargo) 01/01/2009 CL388

In respect of all Goods Insured:

Institute English Jurisdiction Clause 01/11/91 CL358
Institute Radioactive Contamination, Chemical, Biological, Bio-chemical, Electromagnetic Weapons Exclusion Clause 10/11/03 CL 370
Institute Cyber Attack Exclusion Clause 10/11/03 CL.380
Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo)
Sanction Limitation and Exclusions Clause
Termination of Transit Clause (Terrorism) (JC2009/056)
UK Export Control Order 2008 - Revocation of Licences
Institute Replacement Clause CL372 and/or Second-hand Replacement Clause as applicable.



Summary of cover under Institute Cargo Clauses (A) and (Air) 01.01.09

The Motor Vehicle Conditions are deemed to supersede the provisions of the Institute Cargo Clauses where applicable.

Risks Covered

This insurance covers all risks of physical loss or damage to the goods insured but is subject to certain exclusions of which the main ones are listed below. It does not cover, for example consequential loss or liability for damage to other cargo but does include General Average and Salvage Charges

Main Exclusions:

- wilful misconduct of the insured
- natural loss in weight or volume and wear and tear and ordinary leakage
- insufficient packing or stowage where the assured stow the goods
- inherent vice
- delay - insurers will not pay for physical loss or damage to the goods arising as a result of delay; nor will they pay for any other consequences of the goods being delayed in transit
- insolvency of owners or operators of the vessel
- atomic or nuclear weapons
- unseaworthiness or unfitness of the container or carrying conveyance where the insured are aware of this.

Risks relating to War (including loss or damage caused by mines, etc left over from previous hostilities) and damage caused by Strikers, Terrorists and in Riots are also excluded unless the insurance specifically incorporates the Institute War and Strikes Clauses. In any case it should be noted that cover is restricted to physical loss or damage caused by strikers etc. and not the consequences of goods being held up by a strike.

Duration of Cover

Goods are insured from the time that they are first moved in the warehouse or place of storage for the purpose of immediate loading onto to carrying vehicle and continues during the ordinary course of transit. Cover ceases on completion of unloading from the carrying conveyance at the specified warehouse or other nominated destination or on the expiry of 60 days after discharge from the ocean vessel (30 days from an aircraft) **whichever shall first occur.**

Only storage in the ordinary course of transit is covered (e.g. whilst in Customs shed) and no storage cover is provided prior to or after transit unless otherwise agreed by Insurers.

This is a short summary of cover and the main exclusions and is intended as a guide only. For full details of all terms and conditions refer to the policy wording.