

## CARGO INSURANCE CONDITIONS FOR COURIER

Subject to the provisions of Marine Open Policy number: MUM NF 14/003

issued by **Marine Underwriting Managers (Pty) Limited**

Arranged by Eikos Risk Applications (Pty) Limited - FSP No. 481 Telephone +27 31 5842600 Fax +27 31 5842602

### GEOGRAPHICAL LIMITS:

At, to and from any city and/or place in the world, but sendings at, to and from Rwanda, Burundi, Angola, Democratic Republic of Congo and countries under the United Nations sanction, where permitted under legislative order, are covered on restricted conditions.

### POLICY LIMITS:

As reflected on the Insurance Options form attached hereto.

### SUBJECT MATTER INSURED:

All goods and/or merchandise of every description packed and/or unpacked whether customary or otherwise but excluding tobacco products, alcohol products, jewellery, watches, precious stones, furs, bank and/or treasury notes, bullion, credit cards, pre-paid cards, money, securities, stamps, patterns, manuscripts, plans, designs, explosives and all livestock.

In addition to the above, Household Goods and Personal Effects insured under shall further exclude loss of or damage to perishables, firearms and ammunition.

### CONVEYANCES:

All road (land), and air conveyances. Shipments per water are subject to the Institute Classification Clause and Cargo ISM Endorsement, conditions for shipments per water are available on a separate agreement

### BASIS OF VALUATION/LOSS SETTLEMENT:

Subject always to the values as declared.

### Exports:

Subject to a maximum of cost, insurance and freight plus 20% or as stipulated in the letter of credit or as instructed by the buyer.

### Household Goods and Personal Effects:

Subject to a maximum of new replacement value at destination (per completed inventory).

### DURATION:

Cover attaches from the time the property is collected by or delivered into the care, custody or control of **ACT Logistics (Pty) Ltd** and continues during the course of transit, until delivered at final destination.

### CONDITIONS:

Insured against all insurable risks of physical loss or damage in terms of the Institute Cargo Clauses (A) or Institute Cargo Clauses (Air) (excluding sendings by post) as applicable.

### Household Goods and Personal Effects (subject to goods being professionally packed and a valued inventory supplied prior to shipment):

Insured as per the above conditions, as applicable.

- In the event of loss of or damage to any article(s) not separately valued, Underwriters' liability shall be restricted to the same proportion as the total insured value of such article(s) bears to the total insured value declared hereunder.
- In the event that the actual total value at risk exceeds the insured value declared hereunder by more than **25%**, Underwriters' liability shall be restricted to such proportion of the loss as the insured value declared hereunder bears to the actual total value.
- Unless separately declared and valued, Underwriters' liability in respect of glass, china and/or similar fragile articles shall be limited to **25%** of the total insured value declared hereunder.
- Unless supported by a recognised valuation certificate and declared accordingly hereunder, works of art, antiques, oriental rugs, furs and silverware shall not be covered by this insurance.
- Where any insured item consists of any article(s) in a pair or set, Underwriters' liability shall not exceed the value of any part(s) which may be lost, without reference to any special value which such article(s) may have as part of such pair or set; nor more than a proportionate part of the insured value of the pair or set.
- Underwriters shall be entitled to repair or replace any article(s) (whether partially or in full) or to make a payment in respect thereof up to the amount of the insured value declared hereunder.

Cover is subject to the following exclusions:

- a. Loss or damage caused by gradual deterioration, depreciation, mechanical or electronic derangement (unless resulting from an insured peril), atmospheric or climatic conditions, moth, insects or vermin.
- b. Damage or deterioration occasioned by any process of cleaning, repairing or restoring.

### Household Goods and Personal Effects (Continued)

**Items which are not professionally packed** are covered against the total loss of an entire carton, shrink wrapped pallet, package or similar container reasonably attributable to fire or explosion, being dropped whilst loading onto or unloading from the aircraft, collision of the aircraft or overturning or derailment of the land conveyance. The above cover is as per the Institute Cargo Clauses (B) with sub-clause 1.2.3 deleted (ie. water damage is not covered) as far as applicable.

### Secondhand Cargo, On Deck Shipments other than in ISO GP Containers, Unpacked/Unprotected cargo shipped On or Under Deck :

Cover is restricted to a "named perils" basis in terms of the Institute Cargo Clauses (B) with sub-clause 1.2.3 deleted (ie. Water damage is not covered). In respect of second-hand plant and machinery – provided that a pre-shipment survey is undertaken by a marine surveyor at the Assured's expense and such report is presented to and accepted by Underwriters prior to attachment of the risk, "all risks" cover may be granted. Always contact Eikos Risk Applications in respect of such shipments.

### ALL SHIPMENTS:

Including the risks of war and strikes in terms of the relevant Institute Clauses, as applicable, including hijacking.

Further information regarding the cover afforded herein is available upon request from Eikos Risk Applications.

### COVER EXCLUSIONS (this list is not exhaustive but is intended to highlight some of the major cover exclusions, exceptions and limitations which are common to all policies issued in terms of the Institute Clauses):

- Losses which are inevitable and/or not fortuitous, including trade ullages or trade losses and ordinary wear and tear
- Losses arising from delay, including loss of market
- Losses arising from the insufficiency/inadequacy of packing and/or stowage
- Losses arising from inherent vice (being the natural failure of a commodity under certain conditions, for example: spontaneous combustion, oxidization, discolouration, evaporation, sprouting, warping, etc.)
- Rejection of goods by airport, customs or any other authorities
- Where the Assured fails to act as a prudent "un-insured" (ie. without due diligence, care and caution), including the wilful misconduct of the Assured
- Losses arising from the abandonment of cargo, be it forced or otherwise

### CLAIMS PROCEDURES:

#### DO:

- **ACT PROMPTLY** in reporting a possible loss to Eikos Risk Applications. If the loss is estimated to be in excess of R10,000 it is preferable to notify Eikos Risk Applications immediately, by telephone, and to then confirm matters in writing as soon as possible thereafter.
- **NOTIFY IN WRITING** the responsible Third Party (e.g. carrier/transporters)
- **ALWAYS NOTE** the respective container seal numbers and retain any damaged seals as they may be required for inspection by the Surveyor or other third party.
- **ALWAYS KEEP** damaged cargo/salvage or packing until third parties (ie: vessel, transporter, etc.) have had an opportunity to inspect the damaged cargo and the disposal is sanctioned by Eikos Risk Applications. Retain all documentary evidence of salvage disposal proceedings.

#### DO NOT:

- **EXPRESS** an opinion on the packing or cause of loss or agree percentage loss with Surveyor.
- **ACCEPT** compromised settlement offers.
- **DESTROY** or allow destruction of damaged cargo.
- **GRANT** clean receipt to Carriers.
- **ALLOW** claims against Carriers to become time-barred.

**Toll Free Claim Number: 0800 555 312**

**Fax Number: +27 31 584 2602**

**Email: claims@eikos.co.za**

### NB:

The terms and conditions as set out above relate to the information provided by yourselves on the Insurance Options form. However, should you find that you are shipping cargoes that fall outside the ambit of this policy, please contact Eikos Risk Applications on 0861333312 or [quotations@eikos.co.za](mailto:quotations@eikos.co.za), in order for a risk analysis to be performed and/or for the terms, conditions & exceptions of the insurance cover to be provided / explained to you.

*Cargo Insurance Conditions 2014V1*