

INTERNATIONAL INSURANCE TERMS & CONDITIONS

General conditions applicable to all Sections attaching to and forming part of Marine Open Policy issued by, GUARDRISK INSURANCE COMPANY LIMITED (hereinafter referred to as the Insurer) in the name of THE CARRIER and/or other furniture removers, as may be agreed to from time to time.

The following terms, clauses and conditions form the basis of the insurance contract between the Carrier's customer (the Insured) and Insurers subscribing hereto and are deemed to be incorporated into insurance documentation issued.

OPERATIVE CLAUSE

Subject to the terms, exceptions and conditions and in consideration of and conditional upon the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the Insurer, the Insurer agrees to indemnify or compensate the insured by payment or at the option of the Insurer, by replacement, reinstatement or repair in respect of the cover provided occurring during the period of insurance and as otherwise provided up to the sums insured.

PROPERTY INSURED

Household Goods and Personal Effects, Office and/or Factory Furniture and Equipment and related commercial goods, Antiques, Fine Arts, Motor Vehicles, Motor Cycles, Motor Quads, Boats, Campers and Trailers as itemised and valued on the insurance application form and supporting documentation.

COVER PROVIDED

1. All risks conditions:

All Risks of physical loss or damage subject to the version of the following London Institute Clauses current at the time of commencement of transit:- Cargo (A), War, Strikes, Classification, Insolvency Exclusion Amendment, Radioactive Contamination Exclusion Bio-Chemical Exclusion. For the purposes of general average contribution and salvage charges recoverable hereunder, the effects insured shall be deemed to be insured for their full contributory value.

2. Restricted conditions:

Institute Cargo Clauses (C) the goods are covered against the following perils only:- Loss of or damage to the subject-matter insured reasonably attributable to fire or explosion; vessel or craft being stranded, grounded, sunk or capsized, overturning or derailment of land conveyance; collision or contact of vessel craft or conveyance with any external object other than water; discharge of cargo at a port of distress.

Loss of or damage to the subject-matter insured caused by general average sacrifice; jettison. Theft or loss of an entire consignment or ISO shipping container.

Riot cover – Republic of South Africa:

In respect of goods in transit or in storage, insurance cover is arranged separately under a South African Special Risks Insurance Association special risks policy for the risks of riot, strike, public disorder and terrorism, as more particularly defined in such policy.

Geographical limits

Worldwide including all transshipment storage as original.

Observance of policy terms

The liability of the Insurers is conditional on the observance of the policy terms by the insured and/or the Carrier. Any proposal and declaration made by the insured are the basis of and form a part of the policy.

EXCLUSIONS

This insurance does not cover

1. Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire, stranding, sinking or collision of the vessel or collision or overturning of transporting land conveyance.
2. Missing items from owner packed cartons, suitcases etc. unless caused by fire, collision, vessel or craft being stranded, grounded, sunk or capsized, or overturning or derailment of transporting land conveyance. However to include non-delivery of an entire transport package (carton, case or suchlike) but limited to a maximum of R 500 per transport package.
3. Loss/damage caused by gradual deterioration, by wear and tear, atmospheric climatic conditions (including rust, corrosion and the action of light), infestation (rodents, moth, insects), mildew, inherent vice. Electrical, electronic and mechanical derangement not directly attributable to external visible damage.
4. Loss of cash, money, bank notes, stocks and other personal documents, stamps, deeds, travelers cheques, precious stones, precious metals, bullion, jewellery, watches, cellular telephones and articles of a similar nature.
5. Depreciation in value of any item when such depreciation arises as the result of a peril insured hereunder, or arising from inadequate or standard repairs or restoration of a damaged item.
6. Loss of or damage to an automobile while being driven under its own power except while on premises of the carrier or port or while being driven by an authorised driver who is an employee of the freight forwarder or his agent in direct furtherance of the transit.
7. Loss or damage to automobiles
 - Unless the forwarder and the owner both agree and sign a "vehicle condition report" prior to and post shipment.
 - When the automobile exceeds 5 years of age unless declared to the Insurers and any additional premium is agreed and paid prior to shipment.
8. Automobile non-factory installed accessories not specifically declared and valued for insurance. Goods packed in automobiles are not covered.
9. Loss or damage caused by radiation or radioactive contamination.
10. Loss, damage or expenses caused by delay.
11. Perishable foodstuffs, animals, firearms, ammunition, explosives, paints, poisons, pot plants, plants, computer data and articles of similar nature.
12. Items having no market value (such as but not limited to, photographs, family albums, newspaper clippings, technical/research papers).
13. Pre-existing damage.
14. Wrinkling of clothing and/or other items of fabric.
15. Loss or damage caused by any acts of governments, customs authorities, customs inspections, confiscation.
16. Appliance preparation:
 - Loss or damage to appliances/equipment not prepared for transport in accordance with the manufacturers recommendations.
 - Servicing/re-servicing and/or tuning of articles or appliances, musical instruments etc.
17. Loss or damage following:
 - the dismantling and/or assembling of unit-furniture, fitments or fittings or taking down of curtaining.
 - the disconnecting or reconnecting of appliances, fittings or equipment.
 - the removal or laying of fitted floor coverings
18. Any loss or damage, costs or additional charges that may arise where:
 - It is the customers' responsibility to -
 - ensure that nothing is taken away in error or left behind.
 - secure their goods at the departure and destination points by being present or by having a representative.
 - adequately prepare and stabilise appliances and equipment prior to their removal.
19. Standard South African Insurance Association exceptions:
 - In respect of transit and storage risks within the Republic of South Africa as constituted on 1 January 1976:
 - A. This policy does not cover loss of or damage to property related to or caused by:
 - i. civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
 - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - iii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
 - iv. any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow, or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
 - v. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
 - vi. any attempt to perform any act referred to in clause (iv) or (v) above.
 - vii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above.
 - viii. if the Insurers allege that by reason of clause (i), (ii), (iii), (iv), (v), (vi) or of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary rests on the insured.
 - B. This policy does not cover loss or damage caused directly or indirectly or through or in consequence of any occurrence for which a fund has been established in terms of War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976), or any other similar Act operative in any of the Republics to which this policy applies.

20. Institute Radioactive Contamination Exclusion clause (ci.356.1.10.90)

In no case shall this insurance cover loss damage or liability or expense directly or indirectly caused by or contributed to by or arising from

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

GENERAL CONDITIONS

1. **Valuation clause:** The property insured must be valued at new replacement value at destination as supported by a complete detailed valued inventory of the entire consignment.
2. **Antiques and fine arts, automobiles, campers, boats, motorcycles, motor quads and trailers** must be valued at their current market replacement costs at destination taking into account costs of duties, transit and carriage charges.
3. **100% co-insurance clause:** If the Insured fails to insure for the full replacement value of goods at destination, the Insured shall only be entitled to recover from Insurers the proportion of the loss that the declared value bears to the total new replacement value of the property you shipped. Every item, if more than one, shall be separately subject to this condition.
Reinstatement value condition: In the event of property being damaged beyond repair or lost, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating the property of the same kind or type but not superior to nor more extensive than the insured property when new.
4. **Pairs and sets clause:** Where any item is part of a pair or set, Insurers will only pay for the actual parts which are lost or damaged. No payments will be made for articles that are not damaged.
5. **Duration of transit clause:** Coverage attaches from the time the property insured is being professionally packed and picked up at the residence or business location of the insured for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment, if any, until the insured property is delivered to the final destination. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 7 days of delivery.
Storage coverage for up to 30 days at origin is included if in an enclosed warehouse of the Carrier without additional charges. In consideration of an additional premium, Underwriters agree to extend storage coverage provided your request and premium are received before the expiration of the included storage.
Storage coverage for up to 30 days at destination is included if in an enclosed warehouse of the approved Carrier's Destination Agent.
6. This insurance is subject to South African Law and Jurisdiction.
7. **Subrogation clause:** The Insurers shall be subrogated to the extent of their payment for losses insured hereunder to all the Insured's rights to recover against any person or organization.
8. **Other insurance:** This insurance does not cover to the extent of other insurance, whether prior to or subsequent hereto in date and by whosoever effected, directly or indirectly covering the same property and Insurers shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.
9. Insurers liability shall not exceed the sum insured reflected on the individual policy/certificate issued. Insurers shall be entitled at their option to repair or replace any article lost or damaged (whether wholly or in part) or to pay cash not exceeding the insured value thereof. Insurers may require proof of ownership and/or value of any item claimed missing.
10. **Debris Removal Clause** This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Insured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:
 - any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat or liability therefore the cost of removal of cargo from any vessel or craft.In no case shall the Insurers be liable under this Clause for more than 10% of the proportionate insured value under this policy of the damaged subject matter removed.
11. **Salvage Clause:** Where replacement or full sum insured total loss payment of a damaged article is made by Insurers they, at their sole option, has the right to salvage of the damaged article.
12. Art collections, stamp collections, coin collections are deemed to be included provided they are shipped and declared as part of a bona fide household and/or office and/or factory contents removal and are covered against all risks of physical loss or damage. In full values are to be agreed and admitted for the purpose of this insurance.
13. Specifications, valuations and appraisals are to be provided by the Insured and agreed by Insurers.
14. **Collections:** Stamps: If a stamp collection is covered by this insurance then Insurers will only be liable if one or more complete pages of the collection are lost or damaged. The liability of Insurers for any one stamp will not exceed two-thirds of the value stated in any current recognised catalogue with a maximum payment of R500 for any one stamp. Coins: If a coin collection is covered by this insurance then Insurers will not be liable for current coins or for more than R500.
15. **Grouped items:** Unless otherwise specified, where items are listed together all will be deemed to be of equal value.
16. Vehicle fuel tank to be empty at the time of the move.
17. Motor cycles, Quad Bikes, marble / glass tops, and any other item of similar nature must be crated.
18. **Prevention of loss:** The Insured and Carrier shall take all reasonable precautions to prevent loss, damage and accidents, and may affect emergency repairs to the property insured to prevent further damages.
19. Any claim which is in any respect fraudulent or if any fraudulent means or devices be used by the insured or anyone acting on his behalf or with their knowledge or consent to obtain any benefit under this policy or if any destruction or damage be occasioned by the willful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.
20. **Claims Notification:** In the event of loss or damage which may give rise to a claim under this insurance, immediate notice must be given in writing to the Carrier and/or Carrier's Destination Agent at the time of completion of the delivery & professional unpacking. All missing items and/or non-delivered goods must be specifically noted on the Delivery Report at the time of delivery, failing which such claims will not be entertained by the Insurer's. It is a condition precedent to Insurers liability under this Insurance that all claims are notified within 7 days after delivery or 7 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of the claim supporting documentation after the notification will be in a timely fashion not to exceed 30 days from the date of such notice. The Insured shall as soon as possible inform the Police of any claim involving theft or loss of property and provide all information and sworn declarations.
21. **Automobile Claims:** It is a condition precedent to Insurers liability under this insurance that all claims are notified at the time of delivery and are specifically noted on the "vehicle condition report" or similar document.
22. **Prescription:** A claim shall not be payable if
 - twenty-four months has elapsed since the occurrence of the insured event unless the claim is pending legal action.
 - it is rejected and legal action is not commenced within twelve months of the rejection
 - these conditions have not been complied with and, in the event of non-compliance; any payment on account already made to the insured shall be repaid to the Insurer forthwith.
23. **Breach of Conditions:** If the insured breaches any condition and any claim arises or is increased due to such breach then any benefit payable in respect of such benefit shall be forfeited.
24. **Deductible:** If this Confirmation of Insurance so states Insurers shall not be liable for any claim or loss unless the amount of such claim or loss exceeds the amount stated as the deductible which shall be deducted from each claim or loss and borne by the Insured at their own risk, and Insurers shall only be liable for the loss in excess of such amount.
25. **Policy issue:** The Carrier shall prior to or at the commencement of each and every transit to be insured issue an insurance policy/certificate and thereafter account to Insurers for the premium.
26. **Domicile:** Any notice of communication to Insurers required by any condition of the Policy (or any Certificate issued) must be sent in writing by post to: Alexander Forbes Risk Services, PO Box 3060, Cape Town, 8000.
27. **Liability:** The Insured by accepting this insurance does so on the express understanding that ALEXANDER FORBES RISKS SERVICES is not the Insurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim hereunder. The Carrier (Remover) is merely an intermediary, between the Insured and the parties concerned with the insurance and therefore do not accept the risks insured.
28. **Assignment of certificate:** This certificate shall be void if assigned or transferred without the written consent of the Insurers.

THE BROKERS:

ALEXANDER FORBES RISK SERVICES, PO BOX 3060 CAPE TOWN, 8000

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