

**IMPORTANT INFORMATION – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document)

**As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:**

The Financial Advisory Intermediary Services Act 37 of 2002 (“FAIS Act”), the General Code of Conduct and the Short Term Insurance Act 53 of 1998, and the Policyholder Protection Rules require compliance by Product Suppliers (insurers), and Financial Services Providers (intermediaries or brokers) with various disclosure requirements in order to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial services industry.

You will receive a Disclosure Notice at the inception of your policy. The Disclosure Notice contains certain information about your Product Supplier, and Financial Services Provider that you are entitled to together with information about the Ombud and the Financial Sector Conduct Authority. Should you experience any difficulties in obtaining required details, please contact your Financial Services Provider for further assistance.

1. ABOUT YOUR FINANCIAL SERVICES PROVIDER AND BINDER HOLDER (NON-MANDATED INTERMEDIARY)	
<i>Your insurance broker should provide this information to you within a reasonable time from the time you are provided with a quotation, take out a policy or amend your policy. If your financial services provider does not do so after you have requested it, please contact the Product Supplier or Non-Mandated Intermediary.</i>	
Name	The Laser Transport Group (Pty) Ltd
Company Registration Number	1963/006322/07
FSP Number	9364
Postal Address	PO BOX 204, Epping Industrial, 7475
Physical Address	18 Goodenough Avenue, Epping Industrial, 7460
Tel Number	021 505 9000
Fax Number	021 534 1954
Email	Insurance-compliance@laser.co.za
Legal status of your financial services provider <i>This information must make it clear which entity accepts responsibility for the actions of the broker or representative who advised you.</i>	We are an authorized Financial Services Provider in terms of the FAIS Act and may render intermediary services in respect of Category 1, Short term Personal Lines, Personal Lines A-1 and commercial line products. We accept liability for all financial intermediary services provided by our representatives.
Legal status of your Binder Holder holds preference shares in a cell captive with the Insurer and as a result thereof has a share in the underwriting result of the cell captive	
Whether services are rendered under supervision	Not Applicable
Whether more than 10% of insurer’s shares are held and whether more than 30% of total remuneration, including commission, was received from the insurer in the preceding year / last 12 months	No
Whether professional indemnity insurance and fidelity guarantees are held	We hold professional indemnity insurance and fidelity guarantees.
Details of financial services provider’s complaints procedure <i>All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.</i>	All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.
Details of financial services provider’s compliance arrangements	Moonstone Compliance Compliance Officer: Colin Sissing Tel Number: 021 883 8000 Cellular Number: 083 651 0990 Email: CSissing@moonstoneinfo.com
Details of the financial services which the provider is authorized to provide in terms of the relevant licence and of any conditions or restrictions applicable thereto,	Short Term Insurance Personal & Commercial lines
The existence of any conditions or restrictions imposed by the product supplier with regard to the types of financial products or services that may be provided or rendered by the provider.	There are no restrictions or conditions applicable.
Rand amount or percentage of premium payable in respect of fees, commissions etc. <i>The rand amount per premium or percentage of the premium payable in respect of fees and commission may be detailed in your schedule of insurance.</i>	Commission is 20% Binder holder fee is 9%
Contractual arrangements with product suppliers including any restrictions or conditions <i>* mandate to act on behalf of the insurer * mandate to act in an underwriting capacity * has a direct or indirect interest in the insurer * associate company of the insurer</i>	The Laser Transport Group (Pty) Ltd is mandated to act on behalf of the insurer.
The existence of a specific exemption that the Registrar may have granted to the Intermediary with regard to any matter covered by the FAIS Act.	There are no exemptions granted by the Registrar.

Signature \_\_\_\_\_

Date \_\_\_\_\_

2. ABOUT THE PRODUCT SUPPLIER (INSURER)	
Name	Centriq Insurance Company Limited
Company Registration Number	1998/007558/06
FSP Number	3417
Postal Address	PO Box 55674, Northlands, 2116
Physical Address	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Tel Number	011 268 6490
Fax Number	011 268 6495
Email	<a href="mailto:info@centriq.co.za">info@centriq.co.za</a>
Website	<a href="http://www.centriq.co.za">www.centriq.co.za</a>
Details of the compliance department	The Internal Compliance Officer is assisted by Compli-Serve (Pty) Ltd, and is contactable at the numbers above. Email: <a href="mailto:compliance@centriq.co.za">compliance@centriq.co.za</a>
Details of claims department	The Claims Specialist is contactable at the numbers above. Email: <a href="mailto:claims@centriq.co.za">claims@centriq.co.za</a>
Details of complaints department <i>All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.</i>	In the event of a complaint, please contact the Complaints Resolution Consultant at the number above. Email: <a href="mailto:faiscomplaints@centriq.co.za">faiscomplaints@centriq.co.za</a> / <a href="mailto:claimscomplaints@centriq.co.za">claimscomplaints@centriq.co.za</a>
3. ABOUT THE SERVICE	
<b>The Product</b>	Non-Life Insurance Policy
The Intermediary and Binder Holder have agreements with the insurer in terms of which remuneration is payable for the insurance business. Please refer to the Schedule of Insurance for a detailed breakdown of the insurance premium.	
4. PARTICULARS OF FAIS OMBUD	
Name	The FAIS Ombud
Postal address	P O Box 74571, Lynnwood Ridge, 0040
Physical Address	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave, Lynnwood, 0081
Tel Number	012 762 5000 / 012 470 9080
Fax Number	012 348 3447 / 012 470 9097 / 086 764 1422
Email	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
5. PARTICULARS OF SHORT-TERM INSURANCE OMBUD	
Name	The Ombudsman for Short-Term Insurance
Postal address	PO Box 32334, Braamfontein, 2017
Physical Address	1 Sturdee Avenue, Cnr Bolton and Baker Roads, First Floor, Block B, Rosebank
Tel Number	011 726 8900 / 0860 726 890
Fax Number	011 726 5501
Email	<a href="mailto:info@osti.co.za">info@osti.co.za</a>
Website	<a href="http://www.osti.co.za">www.osti.co.za</a>
6. PARTICULARS OF AUTHORITY OF THE FINANCIAL SECTOR CONDUCT AUTHORITY	
Name	Financial Sector Conduct Authority
Postal address	PO Box 35655, Menlo Park, 0102
Physical Address	Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria
Tel Number	012 428 8000 / 0800 20 37 22
Fax Number	012 347 6941
Website	<a href="http://www.fsca.co.za">www.fsca.co.za</a>
7. PROCEDURES FOR REGISTERING CLAIMS OR COMPLAINTS	
Procedures for the submission of claims are detailed in your policy and are important. If you have difficulties in determining the correct procedures, please contact your Financial Services Provider, NMI (if applicable) or Product Supplier for assistance. Generally, you are required to advise the Product Supplier or NMI (if applicable) within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim, report theft to the police and provide any other details that may be required by the Product Supplier. Should you remain dissatisfied with the assistance provided, then you may contact the Compliance Officer at the address provided on the Statutory Notice. In addition, the addresses of both the Registrar of Short-Term Insurance and the FAIS Ombud are provided should your complaint still not be satisfactorily resolved.	
8. NAME, CLASS OR TYPE OF POLICY	
Full details about the name, class and type of policy involved are reflected on your policy schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, quoted premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.	
9. EXTENT AND NATURE OF PREMIUM OBLIGATIONS	
Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (e.g. monthly or annually). When amendments are made to the policy an additional or refund premium may become due and such amounts are also reflected on the policy schedules. Premiums are subject to Value Added Tax (VAT) at prescribed rates. Financial Services Providers are authorised to accept premium payment on behalf of Product Suppliers and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider. Where a Financial Services Provider is not authorised to receive payment on behalf of the Product Supplier, your payment should be made in favour of the Product Supplier. Should you not operate through a Financial Services Provider, then your payment should be made directly to your Product Supplier or NMI (if applicable). In the case of monthly premiums by debit order, payment is usually made to the Product Supplier directly, unless you have authorised such payment via your Financial Services Provider or other third party, who has authority to collect premium on behalf of the Product Supplier.	

Signature \_\_\_\_\_

Date \_\_\_\_\_

**10. CONSEQUENCES OF NON-PAYMENT OF PREMIUMS**

The due date for the payment is reflected on your policy schedule, certificate of cover or premium advice as the case may be. Your payment should be made on or before the due date / payment date which is **prior to** the packing/transportation of effects to avoid the cancellation of the once-off policy.

**11. COOLING-OFF RIGHT**

If this policy has a duration of 31 days or more, no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy, via written notification, within 14 days after inception of this policy or from a reasonable date on which it can be deemed that you received this policy. The product supplier will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself. The product supplier will comply with your request for cancellation within 31 days after the product supplier receives your cancellation notice.

**12. OTHER MATTERS OF IMPORTANCE**

- (a) You must be informed of any material changes to the information referred to in paragraphs 1, 2, 3 and 4.
- (b) If any complaint to the intermediary or insurer/NMI is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud.
- (c) Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.
- (d) If your premium is paid by debit order, the debit order must be in favor of either the intermediary or the Product Supplier (insurer) and may not be transferred without your approval.
- (e) The Product Supplier (insurer) and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.
- (f) You are entitled to a copy of your policy free of charge.

**13. WARNING**

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents you receive.
- (d) Make notes as to what is said to you.
- (e) Do not be pressured into buying the product.
- (f) Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

**14. SHARING OF INSURANCE INFORMATION**

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders.

The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent.

You also similarly give consent to the sharing of information in regards to claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing you insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

**15. USE OF YOUR PERSONAL INFORMATION**

When you enter into this policy you will be giving us your personal information that may be protected by data protections legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information.

You authorise us to:

- (a) Process your personal information to
  - (i) Communicate information to you that you ask us for.
  - (ii) Provide you with insurance services.
  - (iii) Verify the information you have given us against any source or database.
  - (iv) Compile non-personal statistical information about you.
- (b) Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

**16. WAIVER OF RIGHTS**

No Financial Services Provider, Underwriting Management Agent or Product Supplier may request or induce in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the General Code of Conduct, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

**17. CONFLICT OF INTEREST**

We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. We adopted a values based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Services Board. A conflict of interest management policy is available to clients upon request.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PROPOSAL FORM FOR OFFICE REMOVALS ALL RISKS GOODS IN TRANSIT  
INSURANCE COVER IN RESPECT OF THE FOLLOWING:**

THE INSURED'S ATTENTION IS COURTEOUSLY DRAWN TO THE FOLLOWING:

1. The POLICY EXCLUSIONS as listed attached, with particular reference to Clauses 2, 3 and 16.
2. **EXCESS:** 1.0% of the Insured Value of the entire consignment. (Minimum excess R1000.00) Clause, attached
3. The PAIRS AND SETS Clause, attached
4. The 100% CO-INSURANCE Clause, attached
5. In the event of loss, damage or non-delivery which may give rise to a claim under this insurance immediate notice must be given to the Carriers. Failure to give notice within 7 working days after delivery of the goods may void the cover under this insurance.

**CATEGORY:**

**NEW REPLACEMENT VALUE:**

FURNITURE*	R _____
ELECTRONIC EQUIPMENT*	R _____
ARTWORK *	R _____
OTHER *	R _____
TOTAL INSURED VALUE:	R _____

\*(Valuation Certificate/s or detailed company Asset List to be attached for all moves)

**INSURED**

**(Company name):** \_\_\_\_\_

**MOVE FROM (address):** \_\_\_\_\_

**MOVE TO (ADDRESS):** \_\_\_\_\_

**INSURANCE PERIOD (from date):** \_\_\_\_\_ **(to date):** \_\_\_\_\_ **(inclusive)**

I, (PRINT FULL NAME) \_\_\_\_\_ being the authorised representative of the Insured, declare that I have disclosed all material facts and that I am aware that my failure to do so could render the insurance void. I declare that the amounts stated above are the full new replacement values at the destination of all the goods to be moved by the Carriers. I have read the Terms and Conditions of Insurance which are attached and understand that these shall form the basis of the proposed contract between me/my Company (the Insured) and the Insurers.

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **NAME:** \_\_\_\_\_

## **OPEN MARINE CARGO INSURANCE POLICY (LOCAL/INTERNATIONAL TRANSITS AND/OR STORAGE)**

It is hereby noted and agreed that in consideration of and conditional on prior payment of premium as agreed and subject to the Terms, Conditions and Exclusions of this Insurance, this Insurance is issued to provide cover in respect of material loss of or damage to the subject-matter insured noted herein whilst in the ordinary course of transportation or in storage incidental to transportation covered by this policy up to the sum insured.

The subject-matter insured is only covered whilst in the care and/or custody of The Laser Transport Group (*Pty*) Limited and/or their Associated and/or Subsidiary Companies.

### **DEFINITIONS**

Wherever the terms "*the Insurer*" or "*We*" are used, they are deemed to mean Centriq Insurance Company Limited.

Wherever the term "*the Insured*" is used, it is deemed to mean You/Your/Cargo owner.

Wherever the terms "*the Binder Holder*" or "*Carrier*" are used, they are deemed to mean "*The Laser Transport Group (Pty) Limited and/or their Associated and/or Subsidiary Companies*".

### **SOUTH AFRICAN LAW, PRACTICE AND JURISDICTION**

This Insurance is subject to the Laws of the Republic of South African whose courts shall have sole jurisdiction to the exclusion of the courts of any other country.

### **ARBITRATION CLAUSE**

The Insurer may elect that any dispute as to the amount of liability under the Policy shall be determined by arbitration in and in accordance with the laws of the Republic of South Africa.

### **IMPORTANT NOTICE**

#### **CANCELLATION**

Where the term of this Insurance is more than 31 days and no benefit has yet been paid or claimed or an event insured against under this Insurance has not yet occurred:

- You may cancel this Insurance by notifying the Carrier within 14 (fourteen) days after receipt of this insurance document. These are your cooling-off rights.
- You may thereafter cancel this Insurance at any time by notifying the Carrier.

We will refund you a pro-rata premium based on the cover you have enjoyed up to the date of your notice to the Carrier.

Where the term of this Insurance is 31 days or less and no benefit has yet been paid or claimed or an event insured against under this Insurance has not yet occurred. You may cancel this Insurance at any time by notifying the Carrier, and we will refund you a pro-rata premium based on the cover you have enjoyed up to the date of your notice to the Carrier.

**1. WHAT TO DO WHEN YOUR PROPERTY IS LOST OR DAMAGED**

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. It is a condition precedent to the Insurer's 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. Presentation of claim supporting documentation after the notification must be done within 30 days after delivery.

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

If an item is damaged beyond repair, you must not dispose of the item until it has been photographed & permission has been granted by the Insurer and/or its representatives to dispose of the damaged item.

In the event of a dispute as a result of a repudiation of a claim, you have to make representation to the Insurer within 90 (*ninety*) days of the date of receipt of the repudiation letter challenging the decision. If we persist in repudiating the claim, you may lodge a complaint with the short-term insurance ombud or you have to have summons issued and served on the Insurer within 6 (*six*) months (*180 days*) after the expiration of the 90 (*ninety*) days, failing which you will forfeit your claim and we will have no further liability in terms of this policy.

**2. DOCUMENTATION TO BE SUBMITTED TO THE CARRIER TOGETHER WITH DETAILED CLAIM FORM**

Copy of the Certificate of Insurance;  
Colour photos indicating the damages of the claimed items. Full view pictures as well as pictures which show only the extent of the damage  
Vehicle / motorcycle conditions report at both origin and destination

**3. SANCTIONS EXCLUSION**

No (*re*)insurer shall be deemed to provide cover and no (*re*)insurer shall be liable to pay any claim or provide

any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (*re*)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.

**4. THE INSURED**

You, the Customer of the Laser Transport Group (*Pty*) Limited and/or their Associated and/or Subsidiary Companies from whom they receive instructions to insure your items/goods.

**5. SUBJECT-MATTER INSURED**

New and/or Used Goods which belong to the Customers of the Carrier from whom they have received written instructions to insure.

The afore-mentioned goods include and are limited to:  
Household Goods & Personal Effects and/or

Automobiles and/or

Boats and/or

Motorcycles and/or

Campers and/or

Trailers and/or

Office and/or

Factory Furniture, Equipment & related Commercial Goods

It is a condition of cover that this Insurance will only cover loss of or damage to goods which are stipulated on an itemized Valued Inventory completed and signed by the Insured before the commencement of this Insurance.

Excluding the following Goods:

Jewelry, Watches, Sunglasses, Spectacles, Precious Stones, Precious Metals, Bullion, Cash, Money, Bank Notes Coins, Stocks and other personal documents, Deeds, Travelers' Checks, Bonds, Securities and Stamps of all kinds.

Furs, Perfumery, Tobacco, Cigars, Cigarettes, Wines, Mobile Phones, Telephones, Cameras, iPads, Tablets, e-readers, Kindles, Laptops and articles of the same nature, Spirits and Explosives.

Perishable Foodstuffs, Animals, Firearms, Ammunition, Explosives, Paints, Poisons, Pot Plants, Plants, Computer Data and articles of a similar nature.

Other goods to be agreed by the Insurer prior to risk attaching.

**6. CONVEYANCES**

Land and/or Water (including barges and lighters) and/or Air Conveyances, excluding vehicles owned or operated by the Carrier or their employees or representatives other than "Goods Vehicle" as defined in Regulations made under the South African National Road Traffic Act, 1996 (Act No. 93 of 1996) as amended.

**7. LIMIT OF LIABILITY**

The Insurer's limit of liability shall not exceed the sum insured reflected on the Certificate of Insurance issued, subject to the value stipulated on the itemized Valued Inventory for any one item. The Insurer 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.

The limit of liability shall be deemed to include VAT at 15% as applicable in respect of Local Shipments (Inland Transit) & Storage within RSA and include VAT at Zero Rate as applicable in respect of International Shipments & Storage outside RSA.

**8. COVERED TERRITORIES**

Worldwide including all transshipment storage as original. Subject always to the Sanctions exclusion stated herein.

**9. PREMIUM**

Premium is the amount due for this Insurance which is payable prior to commencement of cover. This amount is shown on the Certificate of Insurance.

**10. STORAGE EXTENSION COVER WHILST YOUR GOODS ARE BEING MOVED**

Should you require your goods to be stored whilst being moved, this Insurance will cover your items/goods whilst in storage, provided you promptly advise the Carrier in writing of your intention to store your goods. An additional premium will be charged.

**General conditions applicable to all Sections attaching to and forming part of Open Marine Cargo Policy issued by THE INSURER in the name of the cargo owner / Insured.**

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

**11. 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 itemized and valued on the insurance application form and supporting documentation.

**12. COVER PROVIDED**

**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.

**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.

**Observance of policy terms**

The liability of the Insurer 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.

**Restricted conditions (Applicable to International transit only)**

Institute cargo clauses © the goods are covered against the following perils only:

-Loss 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 or cargo at a port of a distress.

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

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## EXCLUSIONS

This Insurance does not cover:

Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire, collision or overturning of transporting land conveyance.

Missing items from owner packed cartons, suitcases etc. unless caused by fire, collision, 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.

Loss/damage caused by gradual deterioration, 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.

Loss of cash, money, bank notes, stocks and other personal documents, stamps, deeds, travelers cheques, precious stones, precious metals, bullion, jewelry, watches, sunglasses, spectacles, cellular telephones, cameras, iPads, tablets, eReaders, kindles, laptops and articles of a similar nature. All keys to be retained by the client.

Depreciation in value of any item when such depreciation arises as the result of a peril insured hereunder, or arising from inadequate or substandard repairs or restoration of a damaged item.

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 authorized driver who is an employee of the freight forwarder or his agent in direct furtherance of the transit.

Loss or damage to automobiles

Unless the forwarder and the owner both agree and sign a "*vehicle condition report*" or similar document stating the condition of the automobile both prior to and post shipment

When the automobile exceeds 5 years of age unless declared to Insurers and any additional premium is agreed and paid prior to shipment.

Automobile non-factory installed accessories not specifically declared and valued for insurance. Goods packed in automobiles are not covered.

Loss or damage caused by radiation or radioactive contamination.

Loss, damage or expenses caused by delay.

Perishable foodstuffs, animals, firearms, ammunition, explosives, paints, poisons, pot plants, plants, computer data and articles of similar nature.

Items having no market value (*such as but not limited to, photographs, family albums, newspaper clippings, technical/research papers*).

Pre-existing damage.

Wrinkling of clothing and/or other items of fabric.

Loss or damage caused by any acts of governments, customs authorities, customs inspections and confiscation.

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.

Loss or damage following:

The dismantling and/or assembling of unit-furniture, fittings or fittings or taking down of curtaining.

The disconnecting or reconnecting of appliances, fittings or equipment.

The removal or laying of fitted floor coverings

Any loss or damage, costs or additional charges that may arise where: It is the Insured's 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 stabilize appliances and equipment prior to their removal.

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

This Insurance does not cover loss of or damage to property related to or caused by:

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;

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.

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

any act (whether on behalf of any organization, 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;

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.

any attempt to perform any act referred to in clause (iv) or (v) above.

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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.

If the Insurer alleges 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.

This Insurance 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.

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 or arising from

ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

the radioactive, toxic, explosive or other hazardous or contaminating of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

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 and supported by a complete detailed valued inventory of the entire consignment. Antiques and fine arts, automobiles, campers, boats, motorcycles, motor quads and trailers must be valued at their current market value at destination taking into account costs of duties, transit and carriage charges.
2. **100% co-insurance clause:** If the Insured fails to insure for the full replacement value of goods at destination, the Insured shall be deemed a co-insurer for any amount in excess of the amount declared to the Insurer on the itemized Valued Inventory. 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.

**Pairs and sets clause:** Where any item is part of a pair or set, the Insurer will only pay for the actual parts which are lost or damaged. No payments will be made for articles that are not damaged. The number of items required per set must be indicated on the application form.

**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. 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. In consideration of an additional premium, Insurers agree to extend storage coverage provided your request and premium are received before the expiration of the included storage.

**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.

**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. The Insurer shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

**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.

Initial

In no case shall the Insurer be liable under this Clause for more than 10% of the proportionate insured value under this Insurance of the damaged subject matter removed.

**Salvage Clause:** Where replacement or full sum insured total loss payment of a damaged article(s) is made, the Insurer, at its sole option, has the right to salvage of the damaged article(s).

**Collections:** 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.

**Specifications, valuations and appraisals** are to be provided by the Insured and agreed by Insurer.

**Stamps Collections:** If a stamp collection is covered by this Insurance then the Insurer will only be liable if one or more complete pages of the collection are lost or damaged. The liability of the Insurer for any one stamp will not exceed two-thirds of the value stated in any current recognized catalogue with a maximum payment of R500 for any one stamp.

**Coin Collections:** If a coin collection is covered by this Insurance then the Insurer will not be liable for current coins or for more than R500.

**Grouped items:** Unless otherwise specified, where items are listed together all will be deemed to be of equal value.

**Vehicle fuel tank** to be empty at the time of the move.

**Crating:** Motor cycles, Quad Bikes, marble / glass tops, and any other item of similar nature must be crated.

**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.

**Fraud:** 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.

**Automobile Claims:** It is a condition precedent to the Insurer's 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.

**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.

**Excess:** If the Certificate of Insurance so states, the Insurer shall only be liable for any amount that exceeds the amount stated as the excess which shall be borne by the Insured. There is no excess on Domestic moves unless agreed. Office and Commercial moves have an excess of 1% of the insured value of the entire consignment (*Minimum excess R1000*).

**Policy issue:** The Carrier shall prior to or at the commencement of each and every transit to be insured issue a Certificate of Insurance and thereafter account to the Insurer for the premium.

**Domicile:** Any notice of communication to the Insurer required by any condition of this Insurance (*or any Certificate issued*) must be sent in writing to the Carrier.

**Transfer of insurance:** This Insurance shall be void if transferred to any party without the written consent of the Insurer.

**PLEASE SIGN BELOW AS AN INDICATION THAT YOU UNDERSTAND AND ACCEPT OUR INSURANCE CONDITIONS**

**CLIENT'S NAME:** .....

**QUOTE REF. NO:** .....

**SIGNATURE:** .....

**DATE:** .....