

Terms & Conditions

1) INSURER

Certain Underwriters at Lloyd's of London.

2) INSURED PERILS

Full All Risks' – Professionally packed.

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:

Institute Cargo Clauses (A), and the War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.

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.

OR

Owner Packed Goods – As above but excluding

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 overturn of transporting land conveyance. Also excluding claims for missing items of owner packed cartons or packages unless an itemised valued list of contents of each carton or package is supplied by the owner prior to commencement of transit.

OR

Restricted Conditions

Cover is subject to the Institute Cargo Clauses (B), and the War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.

3) PROPERTY INSURED

Containerized Household Goods and Personal Effects, Antiques, Fine Arts, Automobiles (less than 12 years old), Boats, Motorcycles, Campers and Trailers and other interests shipped by the Assured on behalf of their customers.

4) VALUATION CLAUSE

The household goods and personal effects insured must be valued at the replacement cost at destination as supported by a complete valued inventory.

Alternatively, you may indicate a lump sum value but this must not be less than USD 8 per lb. times the net weight of the shipment. Recovery is limited to a maximum of USD1,000 per item, set or contents of an individual box. Any item or individual box containing values in excess of USD 1,000 must still be listed and declared on the valued inventory and is in addition to the minimum suggested value of USD 8 per lb calculation basis

Antiques and fine art, automobiles, campers, boats, motorcycles and trailers must be valued at their replacement cost at destination taking into account costs of duties, shipping and carriage charges.

5) 100% CO-INSURANCE CLAUSE/AVERAGE CLAUSE

In the event of the sum insured being less than the total value at the time and place of loss of the insured property, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the total value of the insured property.

6) PAIRS & SETS

In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters' option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set. The Insured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged.

7) DEPRECIATION. Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article.

8) RIGHT TO CANCEL

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

9) BASIS OF CLAIMS SETTLEMENT

Underwriters 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. Underwriters may require proof of ownership, and/or value of any items claimed missing.

10) POLICY EXCESS

Deductible as stipulated within the Certificate of Marine Cargo Insurance each & every claim.

11) PAYMENT OF PREMIUMS

Insurers shall only be liable to settle a claim recoverable under the terms of this insurance provided the Mover (the Agent) confirms that insurance premiums have been received by the Mover (the Agent). In the event that the Mover (the Agent) advises premiums are outstanding, Insurers will settle a valid claim once premiums have been paid.

12) DURATION OF COVER

Other than in respect of the War Clauses contained herein coverage attached from the time the household goods and personal effects and/or automobile and/or other approved items are 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 professionally delivered to the final destination. Coverage is extended to include transits to and from the premises of Cleaners, Repairers or Restorers where such transit is a direct result of loss or damage otherwise covered by this policy. If the good are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 14 days of delivery. Storage coverage for up to 60 days at origin and 60 days at destination is included if in an enclosed warehouse, excluding any self storage facility, without any additional charge. In consideration of an additional premium Underwriters agree to extend storage coverage on a monthly basis provided your request and premium are received before the expiration of the included storage. In respect of the War Clauses, transits shall be covered as specified therein.

13) TIME LIMIT FOR 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 Underwriters' representatives. It is a condition precedent to Underwriters liability under this insurance that full details of any losses and/or damages incurred must be notified within 30 days after delivery or 30 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of claim in its entirety after notice will be in a timely fashion not to exceed 60 days from the time of such notice.

14) OPTIONAL COVERAGE EXTENSIONS

MOULD AND MILDEW RISKS (Excluding Goods in Permanent Storage)

To include loss or damage to the interest insured, howsoever arising, subject to the goods being professionally packed.

Underwriter's maximum liability shall not exceed 75% of the sum insured for any one consignment. This limitation shall not apply to claims arising from external water damage.

ELECTRICAL AND MECHANICAL DERANGEMENT (Excluding Automobiles)

To include loss or damage to the interest insured which is caused by electronic and/or electrical and/or mechanical derangement, provided the interest insured does not exceed six years old. Subject to the goods being professionally packed.

PAIR OR SETS CLAUSE

In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters' option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

MOVING COSTS

In the event of loss or damage resulting in the non-delivery of your entire consignment Underwriters agree to provide full reimbursement of moving charges paid if insured under this policy.

15) CHOICE OF LAW AND JURISDICTION

This insurance is subject to English law and practice.

16) SUBROGATION CLAUSE

The Underwriters shall be subrogated to the extent of their payment for losses insured hereunder to all the insured's rights of recovery against any person or organisation, excepting the freight forwarder or mover who issued this document.

17) NON CONTRIBUTION CLAUSE/OTHER INSURANCE

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

18) MISREPRESENTATION

It is your responsibility to take reasonable care not to make misrepresentations to insurers. This requirement includes (but is not limited to) a requirement to disclose to us if you are unable to comply with any term of this document and/or the Valued Inventory. This insurance may be voidable in the event of your deliberate or reckless or careless misrepresentation that, without the misrepresentation, the insurer would not have entered into the contract at all or would have done so Only with different terms

19) PROPERTY COVERED SUBJECT TO SPECIFIED LIMITATIONS

Unless agreed otherwise in writing by us, the following limitations apply: -

- 1) Jewellery and furs unless declared and valued but subject to a limit of USD 3,500 any one transit.
- 2) Artwork greater than USD 10,000 any one item must be prior approved by WTI.
- 3) Fragiles & Antiques - Warranted that the maximum value of fragiles &/or antiques does not exceed 15% of the overall consignment value unless specifically agreed with insurers prior to the commencement of transit.
- 4) Automobiles – Respraying limited of vehicles limited to damaged parts only. Excluding third party liability absolutely.

20) EXCLUDED CAUSES

- (A) Excluding claims for missing items unless a full valued inventory is completed and signed by the owners of the goods prior to the commencement of transit. Warranted that any item valued above US\$1,000 is listed.
 - (B) Owner Packed Effects: Excluding breakage, scratching, denting, chipping, bruising, bending, marring, staining and tearing of owner packed effects, including trunks, suitcases and the like.
 - (C) Mechanical & Electrical Derangement - excluding loss or damage due to mechanical, electrical or electronic breakdown &/or derangement unless there is evidence of external damage to the insured item or its packing.
 - (D) Moth, Vermin, Wear & Tear - excluding loss or damage due to moth, vermin, mildew, mold, rust, discoloration, inherent vice, wear, tear and gradual deterioration.
 - (E) Climatic Conditions - Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature unless such claim is recoverable under the terms of the Institute Cargo Clauses (C).
 - (F) No claim to attach hereto for damage to strings, reeds &/or drumheads in respect of musical instruments.
 - (G) Confiscation - excluding the risks of confiscation & seizure.
 - (H) Excluding loss of or damage to money, securities, cash, bank notes, cheques, travelers cheques, money orders, postal orders, national saving certificates, premium bonds, stamps, deeds, tickets, passports, manuscripts, lottery tickets or documents of any description, medals, coins, bonds, securities, jewellery, watches, trinkets, personal ornaments, precious stones & metals, furs and any other article of similar description. Also excluding any accompanied luggage or any article used or worn during the course of the transit.
 - (I) Perishable Goods & Liquids - excluding loss of or damage caused by perishable goods, acids, paints, aerosols, medicines and all liquids.
 - (J) Excluding any loss or damage due to wrinkling of clothing, curtains, shoes, purses, handbags or similar items.
 - (K) Missing items not noted as packed at origin on Packing List
 - (L) Loss of data on CPU's, Tablets or any other similar device. Liability is limited to the hardware only.
 - (M) Depreciation arising from inadequate or substandard repairs or restoration of a damaged item.
 - (N) Loss of or damage to an automobile while being driven under its own power except while on premises of the 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.
 - (O) Loss or damage caused by scratching, denting or marring of automobiles
 - (P) Excluding the risks of scratching, denting, chipping, bruising, marring, staining, rust, oxidation & discolouration unless the forwarder and the owner both agree and sign a "certificate of condition" or similar document issued the freight forwarder stating the condition of the automobile prior to shipment, noting all defects.
 - (Q) Loss or damage to non-factory installed automobile accessories not specifically declared and valued for insurance.
 - (R) Loss or damage to goods packed in autos.
 - (S) Audio Equipment (autos) - excluding theft &/or pilferage of audio equipment, including but not limited to radios, CD players, speakers and similar items unless stolen with the vehicle.
- 21) If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.

22) CLAIMS PROCEDURE

It is hereby noted and agreed that all claims are to be dealt with by: -

XL Financial Services
claims@xn.com

APPLICABLE OVERSEAS REMOVAL CLAUSES

1. INSTITUTE CARGO CLAUSES (A)
2. INSTITUTE CARGO CLAUSES (B)
3. INSTITUTE WAR CLAUSES
4. INSTITUTE STRIKES CLAUSES
5. TERMINATION OF TRANSIT CLAUSE (TERRORISM)
6. INSTITUTE CLASSIFICATION CLAUSE
7. INSOLVENCY EXCLUSION AMENDMENT CLAUSE (
8. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
9. CYBER ATTACK EXCLUSION CLAUSE
10. ISM CODE & FORWARDING CHARGES
11. CARGO ISPS ENDORSEMENT
12. CARGO ISPS FORWARDING CHARGE CLAUSE
13. INSTITUTE STANDARD CONDITIONS FOR CARGO CONTRACTS
14. SECOND HAND REPLACEMENT CLAUSE
15. SANCTION LIMITATION AND EXCLUSION CLAUSE