

**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.

<u>CATEGORY:</u>	<u>NEW REPLACEMENT VALUE:</u>
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:** \_\_\_\_\_

# THE REMOVAL COMPANY

## 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 Removal Company and/or their Associated and/or Subsidiary Companies.

### DEFINITIONS

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

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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:** .....