

CLAIMS PROCEDURES

Warranted all claims/losses (other than hi-jacking) to be advised to the Insurers at info@surecargo.net within thirty (30) days of the occurrence and hi-jacking/losses to be advised to the Insurers within seven (7) days of the hi-jacking taking place.

Failure to notify the Insurers within the above time period(s) and to lodge a fully documented claim with the Insurers within six (6) months calculated from the date of the notice given to the Insurers, shall entitle the Insurers to repudiate liability for the claim.

Excesses: -

Claims recoverable under this Policy shall be subject to a basic excess of **1.25%** of Total Sum Insured, minimum **R 2,500.00** per client per conveyance

Theft of entire load and hijacking excess of **20%** of load limit, minimum **R 10,000.00** each claim, event or occurrence per shipment or consignment.

Unless recoverable in terms of the Institute Cargo Clauses (C) with Section 1.2.3 and 1.3 deleted and the Institute War and Institute Strikes Clauses.

Procedure in the event of loss or damage for which the Insurers may be liable: -

Liability of Carriers, Bailees or other Third Parties: -

It is the duty of the Insured and their Agents in the event of loss or damage for which the Insurers may be liable, to take such measures as may be reasonable for the purpose of averting or minimising loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised, in particular, the Insured and or their Agents are required.

To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition.

When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official.

If the container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipts accordingly and retain all defective or irregular seals for subsequent identification.

To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: -

The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

Documentation of claims: -

To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents without delay to info@surecargo.net , including when applicable:

- Original policy or certificate of insurance.
- Original or copy commercial invoices.
- Original Bill of Lading and/or other contract of carriage.
- Survey report or other documentary evidence to show the extent of the loss or damage.
- Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
- Contract of sale
- Clearing & forwarding agents account
- Packing list
- Bill of entry / export
- Documentary proof of payment / receipt of the purchase price of the goods
- Container terminal order (if applicable)

Dangerous Drugs Clauses

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

The drugs are expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the Policy and;

The proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government or, alternatively by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned, showing that the export of the consignment to the destination stated has been approved by that Government and;

The route by which the drugs were conveyed was usual and customary.

Arbitration Clause: -

In terms of the Insurance Act 27 of 1943 the Insurers may elect that any dispute as to the quantum and/or the merits of the claim under the Policy shall be determined by arbitration in the Republic of South Africa.

Contributory Value Clause (General Average and Salvage)

Contributions to general average and salvage charges recoverable hereunder are payable in full irrespective of insured value.

General average deposits recoverable hereunder shall be payable on production of the relevant Deposit Receipts.

Cargo ISM Endorsement: -

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Insured was aware, or in the ordinary course of business should have been aware:-

- i) either that such vessel was not certified in accordance with the ISM Code;
- ii) or that a current Document of Compliance was not held by her owners or operators;

as required under the SOLAS Convention 1974 as amended as incorporated in the SA Merchant Shipping Act.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

Payment of VAT: -

It is understood and agreed that the Insurers will settle claims as per policy terms and conditions applicable plus VAT where the Insured is obliged to pay VAT in terms of the South African legislation current at time of settlement.



SUREcargo
On-demand Cargo Insurance