

# Marine Insurance Sample Policy--Pac Global

This policy changes from time to time.

## TERMS AND CONDITIONS

CAUTION: BE SURE YOU READ, UNDERSTAND, AND COMPLY WITH ALL TERMS AND CONDITIONS. FAILURE TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS MAY RESULT IN REDUCTION OF THE RECOVERABLE AMOUNT OR COULD INVALIDATE THE POLICY ENTIRELY.

INTEREST INSURED: Household goods and personal effects, private car, mobile home and/or motorcycle used for the private purpose of the Insured only, as per declaration/inventory submitted by the Insured, forming the basis of insurance under this Policy.

SCOPE OF COVERAGE: Always subject to the full premium having been paid to and collected by Pac Global Insurance Brokerage, Inc., and subject to all Terms And Conditions of this Policy, new and/or used household goods and personal effects, under deck, are insured against ALL RISKS of direct physical loss or damage from any external cause, irrespective of percentage (Current American Institute Cargo Clause), including General Average and Salvage Charges, and transshipment, if involved. Shipments on deck of ocean vessel subject to an "On Deck" Bill of Lading are warranted free of particular average. Containerized shipments on deck are insured per above "All Risk" clauses.

METHOD OF TRANSIT: Per approved vessel and/or truck and/or air carrier and/or rail carrier and/or conveyances held covered. Date of dispatch to be declared as soon as practicable to Insurer or its representative with the following details: name of vessel or carrier, voyage or flight number, bill of lading and container number as well as date of departure and/or date of arrival.

R.A.C.E. CLAUSE: This Insurance is subject also to the Current London Institute Radioactive

Contamination Exclusion Clause and related U.S.A. Endorsement.

FPA CLAUSE (if applicable or elected):

1. FPA – Warranted free of particular average (providing coverage only in the event of total loss or destruction or constructive total loss) unless vessel or craft be stranded, sunk or burnt, jettison or washing overboard. The Insurer to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or conveyance with any external substance (ice included), other than water, or to discharge of cargo at port of distress.
2. Shore Perils – Where this insurance by its terms covers goods while on docks, wharves or elsewhere on shore, and/or during land transportation, it shall include the risks of collision, derailment, overturning or other accident to the conveyance, fire, lightning, sprinkler leakage, cyclones, hurricanes, earthquakes, floods (meaning the rising of navigable waters), and/or collapse or subsidence of docks or wharves, even though the insurance be otherwise F.P.A.

PERIOD OF COVERAGE & CONDITIONS PRECEDENT TO COVERAGE:

A. Coverage is to apply from such time as the property enters the custody of the mover until unpacking is completed at destination residence, including course of due transit as well as an additional period of up to 30 days of warehouse storage at place of origin residence and an additional period of up to 30 days of warehouse storage at place of destination residence. If for any reason the property will be subject to any additional period of storage beyond the stated coverage parameters, it shall be the Insured's sole responsibility to seek coverage extension. Such requests for coverage extensions may be granted subject to prior written notice and payment of additional premiums to Pac Global Insurance Brokerage, Inc., as per application by the Storage Extension Request Form, forming part of this Policy. Extension is subject to written approval of and validation by Pac Global Insurance Brokerage, Inc.

B. It is a condition precedent to coverage that written notice of claim under this insurance in all events be submitted in accordance with "CLAIM PROCEDURE" within 45 days after the date of delivery of the shipment, or in the event of non-delivery, within 45 days of the date your goods should have been delivered, and in all events within 45 days from the last day of coverage period per paragraph "A"

above.

#### CONDITIONS AND EXCLUSIONS:

1. Valuation Clause: For coverage hereunder, the Insured must value the shipment in one of two methods: (a) the Insured may specifically identify and accurately value each and every item; items not identified or valued will not be covered. Alternatively, (b) the Insured may declare a "lump sum" figure for the total collective value of the shipment which figure should in no event be lower than USD8 per pound of the net weight of the shipment.

Note - Under both methods of valuation, high value items must be specifically and separately identified and declared per paragraph number 4 of these conditions and exclusions.

2. Co-Insurance Penalty Clause: Regardless of by what method the Insured values the shipment, the Insured must procure insurance for 100% of the value of the entire shipment (replacement cost at destination at the time of shipment). In the event of a claim, failure to buy adequate insurance will result in the Insured having to bear the extent of such deficit by way of "Co-Insurance Penalty." As an example only, if USD5,000 of insurance is purchased for a USD50,000 shipment, and one item worth USD100 is lost or destroyed, the Insured will only be paid USD10 ( $USD5,000/USD50,000 \times USD100$ ).

3. This Is Not An Agreed Value Policy: Notwithstanding anything to the contrary herein, it is hereby declared and agreed that in case of a claim arising in respect of all or any item or items appearing on the Declaration/Inventory list, the value reflected against such item or items shall not be regarded as an agreed value between the Insurer and the Insured, notwithstanding that a Declaration of Insurance has been issued in respect of the total amount or amounts of such Declaration/Inventory. The actual value and amount recoverable in respect of each and every item lost or damaged will have to be provided and established by documentation of third-party sources at the sole burden and expense of the Insured, subject to examination, re-evaluation and approval by the Insurer. In all events, the maximum amount recoverable sum for each and any item is the declared value or the replacement value at destination, whichever is determined the lower.

4. High Value Items Clause: High Value Items are ANY ITEM OVER USD1,000 in value, which must be

individually and separately listed with full replacement value at destination on a separate sheet. The Insured's failure to separately identify and value any item in the shipment having a value of USD1,000 or more will in all events limit claim recovery for damage to or loss of that item to a maximum of USD1,000, assuming other terms and conditions for coverage met.

5. Pairs and Sets Clause: Where any insured items consist of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts (or proportionate part) of such pair or set which may be lost or damaged, without regard to any special value which such article or articles may have as part of such pair or set and without regard to any diminution in value of the pair or set.

6. Percentage Of Glass, Etc.: Warranted that maximum percentage of Glass, China, Marble, Earthenware and the like does not exceed 15% of the total sum insured, or held covered. The foregoing does not apply if loss or damage is caused directly from, stranding, sinking, or collision of the Vessel or collision or overturn of transporting land conveyance. The foregoing does not apply if such articles were professionally and suitably packed.

7. Repair and Replacement Clause: The Insurer shall be entitled at its sole option to replace, with like kind and quality, or repair any article damaged (whether wholly or in part), or to pay cash, in any event not exceeding the declared value thereof. In the event of replacement or cash payment for actual or constructive total damage, the item is surrendered to and becomes the property of the insurer.

8. Depreciation: Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for diminution in value consequent thereon.

9. General Average and Salvage Charges: General Average and Salvage Charges payable as provided in the respective contract of carriage/affreightment. For the purpose of claims for general average contribution and salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value. General average deposits only payable on General Average deposits receipts.

10. Other Insurance: This insurance does not cover to the extent of application of any other insurance, whether prior to or subsequent hereto in date and by whomsoever effected directly or indirectly covering the same property, and the Underwriters shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

11. EXCLUSIONS: The following claims are excluded:

A. Marring, scratching, chipping and denting of used electrical appliances and used furniture.

\*This exclusion will be deleted if the owner and mover both agree and both sign a "Certificate of Condition," or a similar document, stating the condition of the items at the time the same entered the custody of the mover, specifically noting all defects or affirmatively stating the absence of any defect.

B. Loss or damage due to mechanical, electrical or electronic derangement unless insured item is otherwise damaged and/or mechanical defects covered by a manufacturer's warranty.

C. Loss or damage due to mold, vermin, moth, wear and tear and gradual deterioration, termites, rodents, inherent vice, or rust.

D. Consequential loss, damages, diminution in value or expenses incurred.

E. Loss or damage by climatic conditions or extremes of temperature.

F. Owner Packed Effects – breakage, scratches, denting, marring, chipping, staining and tearing of owner packed effects, including boxes, trunks, suitcases and the like as well as shipping containers, conveyances and the like. Also excluding claims for lost or missing items unless a valued list of contents is supplied by owner prior to commencement of transit.

G. Loss of or damage to human remains, cash, notes, stamps, coins, deeds, firearms, negotiable documents, traveler's checks, jewelry, watches, bullion, or similar valuable articles. Such items should be personally carried as allowed by law.

H. GOVERNMENT ACTS AND WAR RISK EXCLUSION CLAUSE: This Policy does not cover loss or damage, if any act or event, out of or in the course of which such loss or damage arises, constitutes or is a part of or is committed or happens whether directly or indirectly by reasons of, or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, or the act of any lawfully constituted authority, including seizure, confiscation or rejection by authorities for any reason. In any claim, and in

any action, suit or other proceedings to enforce a claim for loss or damage under this Policy, it is agreed that the burden of proving that the loss or damage does not fall within this clause shall be upon the Insured.

12. DISPUTE RESOLUTION: No action or suit against the Underwriters or its agents for recovery of any claim by virtue of this insurance shall be sustained in any Court of Law, Equity or Arbitration unless commenced within (1) year from the time loss occurred, or, if such limitation is not valid by the law of the place where the policy is issued, within the shortest contractual period of limitation provided by such law. All such suits when timely filed shall be resolved in mandatory arbitration at Los Angeles pursuant to commercial rules of the American Arbitration Association or before the Transportation ADR Counsel, Inc., or pursuant to the rules of the International Chamber of Commerce, if outside the United States. It is agreed that this policy is a contract of marine insurance and the law applicable to any interpretation of this policy and the rights and obligations of the Insurer and Insured hereunder shall be U.S. federal maritime law.

#### AUTOMOBILES, MOTORCYCLES AND MOBILE HOMES

Coverage is to apply provided the vehicle is not operated under its own power for the whole period of coverage defined above, unless operation under own power occurs whilst on premises of loading or unloading port in which case coverage is still excluded for all third party risks. Coverage for vehicles is subject to the following exclusions/conditions which apply under all circumstances:

A. All third party risks whilst the vehicle is being driven under own power are excluded and this insurance further does not cover any damages, injury or liability to third party under any law requiring vehicles to be insured against third party risks or liability.

B. Scratching, denting or marring of automobile, motorcycle or mobile home is excluded unless the freight forwarder and the owner of the automobile, motorcycle or mobile home both agree and sign a "Certificate of Condition & Accessories," or a similar document, stating the condition of the automobile or motorcycle or mobile home at the time the same entered the

custody of the freight forwarder or steamship company, noting all defects, if any, or affirmatively stating the absence of any defect.

C. Coverage is specifically excluded for non-factory installed accessories or removable items on or within automobiles, motorcycles or mobile homes unless specifically identified and valued in a "Certificate of Condition & Accessories."

D. Any coverage whilst on deck specifically excluded.

Apart of the specific conditions mentioned above, coverage in respect to automobiles, motorcycles or mobile homes is subject to the general terms and conditions of the Policy, where they do not conflict with the specific conditions.

#### INSURANCE CHARGES CLAUSE:

Coverage under this Declaration shall be void if required premium is not received by Pac Global Insurance Brokerage, Inc. Payment to any party other than Pac Global Insurance Brokerage, Inc. shall not be considered payment to Pac Global Insurance.

#### CLAIM PROCEDURE:

There are definite time limitations for claim submission and the Insured shall review the Claims Reporting Procedure attached to the declaration. Immediate written notice must be given to Pac Global Insurance Brokerage, Inc. by way of contact information herein. The Insured shall, as a condition precedent to the coverage afforded by this policy, give written notice of claim to Pac Global Insurance Brokerage, Inc. within 45 days after delivery of the shipment, or in the event of nondelivery, within 45 days of the date your goods should have been delivered, and in all events within 45 days from the last day of coverage period. Failure to give such written notice within 45 days will void coverage regardless of cause of loss or damage. Further, it is mandatory that all supporting documents, including those referred to in paragraph number 3 of the Conditions and Exclusions, be provided in a timely fashion not to exceed 90 days of the first notice.

NOTE: The Insured or his/her agent are recommended to make themselves familiar with the regulations of the Port Authorities at the port of discharge. Any claim under this insurance should be

submitted without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.