



*All Risk Protection Coverage*

For your Household Goods & Personal Effects By Land, Sea or Air.



Taking Your Cargo Seriously

PACKING | MOVING | STORAGE | PRELOCATION | SHIPPING

## Sample Conditions and Warranties (Personal Effects)

\*\*\*The Certificate of Insurance is the binding document at all times.\*\*\*

### **INTEREST INSURED**

Household goods and personal effects, private cars and motorcycles in containers, as per inventory declaration submitted by the Assured, and forming the basis of insurance under this certificate.

### **WARRANTED:**

1. The premium due hereon including any additional premium, has been paid in full and funds have been collected by ISHLAV INSURANCE AGENCY LTD. (The Broker).
2. Supplementary documents (cumulative form and inventory list) have been submitted with the application and approved by the Company.
3. Fine art objects, paintings, prints, antiques, sculptures, furs, rugs, carpets, runners and all other similar valuables valued at more than \$1,000 each (replacement value) will be accepted for insurance only if accompanied by a qualified expert's appraisal with the corresponding sum insured at conditions and premium to be agreed.
4. Method of Transit: per approved vessel and /or carrier. Date of dispatch to be declared as soon as practicable to the company or its representative with the following details: name of vessel, voyage number, date of sailing and/or date of arrival.

### **SCOPE OF COVER**

Always subject to the due premium having been paid and funds collected by the company and subject to the terms and conditions of the policy.

Household goods and personal effects are covered against the risks of physical loss or damage to the property insured from external cause, as applicable per one of the following sections, which is agreed upon and stated in the Confirmation of Insurance.

**SECTION 1:** All Risks of physical loss or damage to the subject matter insured as per London Institute Cargo Clauses (A) Cl.252 dated 1.1.82 . PROVIDED that the Assured gave clear instructions in writing to the company to provide such cover, and the insurers, agreed thereto, otherwise the coverage is limited to SECTION 2 only below.

**SECTION 2:** As per London Institute Cargo Clauses (C) Cl. 254 dated 1.1.82 covering the following perils only:

Loss of 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 of cargo at a port of distress. Loss of or damage to the subject matter insured caused by General Average sacrifice; jettison.

### **FOR BOTH SECTIONS (1 AND 2 ABOVE)**

Including War, Strikes, Riots and Civil Commotions as per London Institute War and Strikes Clauses and to Termination of transit clause (Terrorism) J.C.2001/056. Subject to London Classification Clause & Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion Clause Cl.370 of 10.11.03 , Institute Cyber Attack Exclusion



Clause Cl .380 of 10.11.03, Cargo ISM Endorsement JC98/019 of 1.5.98

Used motor-cars/motor-cycles are insured as per Institute Cargo Clauses (C) 1.1.82 only and not as

elsewhere stated. Including the risk of theft and non - delivery of the entire car/motor-cycle but only after being delivered to port of shipment.

NO COVERAGE while vehicles, whether new or used, are driven by their own power. Excluding third party liability/risk of whatsoever nature in all cases.

### **CONDITIONS**

1. Co-Insurance Clause: The Assured shall at all times maintain insurance on 100% value of his personal effects/household goods to the extent of the actual cash value i.e. replacement cost at destination at the time of loss or damage and failure to do so, the Assured, shall to the extent of such deficit, bear his or their proportionate share of any loss or damage including labor charges.

2. All consignments must be professionally packed and subject to customary and adequate packing for the respective item and entered on the mover's packing list.

3. It is a condition of this Insurance that in the event of total loss or damage, the maximum liability of the insurer shall be the replacement value of the item or of a comparable item in the condition at the time of loss or damage, not exceeding the insured value of said item. The Insurer shall be entitled at his 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 insured value thereof. Always provided that in the event of replacement or cash payment for actual or constructive total loss or damage, the item is surrendered to and becomes the property of the Insurer if he so desires at his sole discretion.

4. Any electrical items, appliances or other valuable items not declared on the Customs Entry cannot be claimed, nor alleged to have been lost or damaged.

5. Pianos, organs and musical instruments must be professionally packed and individually crated.

6. Pairs and Sets Clause: Where any insured item consists of articles in a pair or set including all crockery, dishes, glassware or furniture sets, this Certificate shall not pay more than the proportionate value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set.

7. In case of missing item/s the Assured has to provide the insurer satisfactory documentary evidence for each such missing item.

8. Notwithstanding anything to the contrary herein it is hereby declared and agreed between the insurer and the Assured, that the insurer being precluded from examining the cumulative form and inventory list (hereinafter Cumulative Form) at the inception of the insurance, the inclusion of any item or items in the said Cumulative Form and of the value stated in respect of such item or items shall not bind the insurer, notwithstanding that a Confirmation of Insurance has been issued in respect of the total amount of such Cumulative Form. In the event of any item/s being outside the scope of this insurance, this Certificate shall not be deemed to cover such item/s and the insurer shall return to the Assured the proportionate part of the premium.

9. The actual value and the limit of the amount recoverable in respect of any item lost or damaged must be proved by the Assured to the insurer -the maximum amount recoverable being the sum insured or the replacement value at destination, whichever is the lower.

10. In case of claim for damage or shortage, the Assured has to prove that the loss occurred during the transit. Such losses are covered only if there will be signs on the external packing.

### **DURATION OF TRANSIT CLAUSE**

Subject to the Issuance Date mentioned in the policy, coverage attaches from the time the household goods and personal effects 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 delivered to the first destination after discharge but not later than 90 days after discharge from the carrying Vessel/Airplane at final port of discharge.

The policy includes storage coverage for up to 90 days prior to the goods being loaded onto ship or plane but only if and while stored in the export forwarder's warehouse, Port or any bonded warehouse and against the following risks ONLY: Fire, Water Damage and Burglary.

Notwithstanding anything to the contrary herein, all new purchases are covered only after warehoused by packer/shipper, and not in transit from the retailer.

### **EXCLUSIONS**

Notwithstanding anything contained elsewhere here in to the contrary, this insurance does not cover:

1. Missing items, breakage, scratching, denting, chipping, staining and tearing of owner-packed articles /cartons / boxes.
2. Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions, inherent vice, electrical, electronic and mechanical derangement.
3. Depreciation arising from inadequate or substandard repairs or restoration of a damaged item.
4. Marring, scratching, chipping and denting of used electrical appliances and used furniture.
5. Loss of cash, coins, bills, banknotes, jewelry, gold and silver articles, commercial papers, cheques, money orders, travelers cheques, traveling tickets, stamps, valuable documents, film, eye-glasses and items which derive their value from their artistic and collectable nature.
6. Loss or damage caused by or due to termites, rodents, moths, vermin, rust, mold, seizure or confiscation by authorities, consequential loss or damage.
7. Commercial shipments and all goods or interest other than Personal & Household Effects.
8. Alcoholic and other beverages and food of any kind and/or damage caused thereby.
9. Loss or damage directly or indirectly caused by earthquake, volcanic eruptions and other cataclysms when on land.
10. Loss or damage due to mysterious disappearance and/or unexplained shortage.

### **AUTOMOBILE AND MOTORCYCLE**

Notwithstanding anything to the contrary, coverage commences from the time the Automobile or Motorcycle is warehoused in the custody of the Freight Forwarder or Steamship Company and terminates upon discharge at port of destination, provided it is loaded on the vessel in strict compliance with all safety measures of carriage.

Notwithstanding anything to the contrary, the risk of theft and Non-Delivery attaches only upon delivery of the motorcar or motorcycle to the port of shipment.

In no case the vehicle is insured against third party risks/liability nor whilst driven under its own power.

It is further agreed and understood that this certificate does not cover any damage, injury or liability to third party under any law/regulation requiring vehicles to be insured against third party risks or liability or otherwise.

### **IMPORTANT NOTICE TO ASSURED**

The attention of the Assured and/or Cargo Receiver is drawn hereby to the condition of the insurance whereby they are required to act at all times with reasonable dispatch in all matters concerning the handling of the goods insured. They are specifically required:

1. To clear the goods from Customs without delay and even before arrival of the vessel, make all necessary arrangements for taking delivery of the goods immediately as soon as they are discharged.
2. To take all possible precautions with a view to avoiding any damage or loss and preventing the aggravation of damage or loss already sustained.
3. To keep damaged or broken items in their original packing and to present them to the surveyor on demand. No damages may be repaired without Insurer's authorization and any unauthorized repairs are entirely at the Assured's risk and expense.
4. To cooperate with the surveyor of the insurance company for immediate dealing with the damage and/or loss. Any delay in taking delivery of the goods for reasons which could be foreseen and within the control of the Insured or their representatives shall not be deemed a justified delay and may prejudice the claim for a sustained damage and/or loss.

### **LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

The Assured or his agents must:

1. Claim immediately on the carriers and on the port authorities for any missing packages.
2. Apply immediately for survey in the docks by carriers' representative if any loss or damage be apparent and claim on the carriers for any actual loss or damage found at such survey.
3. In no circumstances, except under written protest, give clean receipts where goods are in doubtful condition.
4. Give notice in writing to the carrier's representative within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

**Note:** The Assured or his agents 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.

### **PROCEDURE OF CLAIM**

In case of a claim, the Assured must give immediate written notice to **ISHLAV** with all supporting documents, including where applicable:

1. ISHLAV 'Claim Form' filled, and/or send an e-mail to [claims@ishlav.co.il](mailto:claims@ishlav.co.il) and/or call us at +972-3-6882211 ext. 3
3. Copy of 'Cumulative Form-Application and Inventory' as you filled in before shipment.
4. Bill of Lading and/or other contract of carriage.
5. Any documentary evidence to show the extent of the loss or damage ( incl. photos, written professional estimates for repair of damage ).
6. Copy of delivering carrier's receipt with exceptions noted.
7. Port Authority's loss or damage certificate.

**THE CONSIGNMENT INSURED HEREUNDER MUST BE ATTENDED BY THE ASSURED OR HIS REPRESENTATIVE DURING THE INSPECTION AT PORT OF DISCHARGE AND THEN UNTIL FINALLY RE-PACKED FOR TRANSPORTATION. THE ASSURED SHOULD ALWAYS ACT AS IF HE WERE UNINSURED.**