

## IMPORTANT INFORMATION – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract or any other document)

**As a Non-life insurance policyholder, or prospective policyholder, you have the right to the following information:**

The Financial Advisory Intermediary Services Act 37 of 2002 ("FAIS Act"), the General Code of Conduct, the Short Term Insurance Act 53 of 1998, the Policyholder Protection Rules require compliance by Product Suppliers (insurers), Binder Holders (agent acting on behalf of the insurer) and Financial Services Providers (brokers) with various disclosure requirements in order to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Binder Holder, and Financial Services Provider render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial services industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier, Binder Holder, and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to, together with information about the Ombud and the Authority. Should you experience any difficulties in obtaining required details, please contact your Financial Services Provider for further assistance.

1. ABOUT YOUR FINANCIAL SERVICES PROVIDER AND BINDER HOLDER (NON-MANDATED INTERMEDIARY)	
<i>Your insurance broker should provide this information to you within a reasonable time from the time you are provided with a quotation, take out a policy or amend your policy. If your financial services provider does not do so after you have requested it, please contact the Product Supplier or Binder Holder.</i>	
Name	The Laser Transport Group (Pty) Ltd
Company Registration Number	1963/006322/07
FSP Number	9364
Postal Address	PO BOX 204, Epping Industrial, 7475
Physical Address	18 Goodenough Avenue, Epping Industrial, 7460
Tel Number	021 505 9000
Fax Number	021 534 1954
Email	Insurance-compliance@laser.co.za
Legal status of your financial services provider <i>This information must make it clear which entity accepts responsibility for the actions of the broker or representative who advised you.</i>	We are an authorized Financial Services Provider in terms of the FAIS Act and may render intermediary services in respect of Category 1, Short term Personal Lines, Personal Lines A-1 and commercial line products. We accept liability for all financial intermediary services provided by our representatives.
Whether services are rendered under supervision	Services are rendered under supervision from time to time.
Whether more than 10% of insurer's shares are held and whether more than 30% of total remuneration, including commission, was received from the insurer in the preceding year / last 12 months	No
Whether professional indemnity insurance and fidelity guarantees are held	We hold professional indemnity insurance and fidelity guarantees.
Details of financial services provider's complaints procedure <i>All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.</i>	All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.
Details of financial services provider's compliance arrangements	Moonstone Compliance Compliance Officer: Colin Sissing Tel Number: 021 883 8000 Cellular Number: 083 651 0990 Email: CSissing@moonstoneinfo.com
Details of the financial services which the provider is authorized to provide in terms of the relevant licence and of any conditions or restrictions applicable thereto,	Short Term Insurance Personal & Commercial lines
The existence of any conditions or restrictions imposed by the product supplier with regard to the types of financial products or services that may be provided or rendered by the provider.	There are no restrictions or conditions applicable.
Rand amount or percentage of premium payable in respect of fees, commissions etc. <i>The rand amount per premium or percentage of the premium payable in respect of fees and commission may be detailed in your schedule of insurance.</i>	Commission is 20% Binder holder fee is 9%
Contractual arrangements with product suppliers including any restrictions or conditions <i>* mandate to act on behalf of the insurer * mandate to act in an underwriting capacity * has a direct or indirect interest in the insurer * associate company of the insurer * cell owner holds preference shares in Centriq and may receive a dividend</i>	The Laser Transport Group (Pty) Ltd is mandated to act on behalf of the insurer as a non-mandated binder holder.  The Laser Transport Group (Pty) Ltd holds preference shares in Centriq and may receive a dividend.
The existence of a specific exemption that the Authority may have granted to the Intermediary.	There are no exemptions granted by the Registrar.
2. ABOUT THE PRODUCT SUPPLIER (INSURER)	
Name	Centriq Insurance Company Limited
Company Registration Number	1998/007558/06
FSP Number	3417
Physical Address	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Tel Number	011 268 6490
Fax Number	011 268 6495

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email	<a href="mailto:info@centriq.co.za">info@centriq.co.za</a>
Website	<a href="http://www.centriq.co.za">www.centriq.co.za</a>
Details of the compliance department	The Internal Compliance Officer is contactable at the numbers above. Email: <a href="mailto:compliance@centriq.co.za">compliance@centriq.co.za</a>
Details of claims department	The Claims Team is contactable at the numbers above. Email: <a href="mailto:claims@centriq.co.za">claims@centriq.co.za</a>
Details of complaints department <i>All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.</i>	In the event of a complaint, please contact the Complaints Resolution Consultant at the number above. Email: <a href="mailto:faiscomplaints@centriq.co.za">faiscomplaints@centriq.co.za</a> / <a href="mailto:complaints@centriq.co.za">complaints@centriq.co.za</a>
<b>3. ABOUT THE SERVICE</b>	
<b>The Product</b>	Non-Life Insurance Business
The Intermediary and Binder Holder have agreements with the insurer in terms of which remuneration is payable for the insurance business. Please refer to the schedule of insurance for a detailed breakdown of the insurance premium.	
<b>4. PARTICULARS OF SASRIA LIMITED</b> <i>Should you have requested cover provided by SASRIA SOC LIMITED then you are entitled to details as follows:</i>	
Name	Sasria Soc Limited
Company Registration Number	1979/000287/06
FSP Number	39117
Postal Address	PO Box 653367, Benmore, 2010
Physical address	36 Fricker Road, Illovo, Sandton, 2196
Tel Number	011 214 0800 / 086 172 7742
Fax Number	011 447 8630 / 086 172 7329
Email	<a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a> / <a href="mailto:claims@sasria.co.za">claims@sasria.co.za</a>
Website	<a href="http://www.sasria.co.za">www.sasria.co.za</a>
Details of the compliance department	The Compliance Officer is Mr. Mziwoxolo Mavuso who is contactable at: Tel: 011 214 0800. Email: <a href="mailto:mziwoxolom@sasria.co.za">mziwoxolom@sasria.co.za</a> or <a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>
Details of the complaints department	Complaints in respect of a Representative (Binder Holder) to be addressed to: Compliance Officer, Sasria SOC Limited, PO Box 653367, Benmore, 2010
Details of the claims department	In the event of a claim, all relevant documentation relating to your claim must be submitted to the Binder Holder, the name and address of whom appears above.
<b>5. PARTICULARS OF FAIS OMBUD</b>	
Name	The FAIS Ombud
Postal address	P O Box 74571, Lynwood Ridge, 0040
Physical Address	Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria 0010
Tel Number	012 762 5000 / 012 470 9080
Fax Number	012 348 3447 / 012 470 9097 / 086 764 1422
Email	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
<b>6. PARTICULARS OF NATIONAL FINANCIAL OMBUD</b>	
Name	National Financial Ombud Scheme South Africa NPC
Physical address (JHB)	110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198
Physical Address (CPT)	Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708
Tel Number	0860 800 900
Fax Number	n/a
Email	<a href="mailto:info@nfosa.co.za">info@nfosa.co.za</a>
Website	<a href="http://www.nfosa.co.za">www.nfosa.co.za</a>
<b>7. PARTICULARS OF FINANCIAL SECTOR CONDUCT AUTHORITY</b>	
Name	Financial Sector Conduct Authority
Postal address	PO Box 35655, Menlo Park, 0102
Physical Address	Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria
Tel Number	012 428 8000 / 0800 20 37 22
Fax Number	012 347 6941
Website	<a href="http://www.fsca.co.za">www.fsca.co.za</a>
<b>8. PROCEDURES FOR REGISTERING CLAIMS OR COMPLAINTS</b>	
Procedures for the submission of claims are detailed in your policy and are important. If you have difficulties in determining the correct procedures, please contact your Financial Services Provider, Binder Holder or Product Supplier for assistance. Generally, you are required to advise the Product Supplier or Binder Holder within 7 days and missing items on the day of delivery of a loss, provide written details of the loss, provide proof in support of the claim, report any crime to the police and provide any other details that may be required by the Product Supplier. Should you remain dissatisfied with the assistance provided, then you may contact the Compliance Officer at the address provided on this notice. In addition, the addresses of the FAIS Ombud, the Ombudsman for Short-Term Insurance, and the Financial Sector Conduct Authority, are provided should your complaint still not be satisfactorily resolved.	
<b>9. NAME, CLASS OR TYPE OF POLICY</b>	
Full details about the name, class and type of policy involved are reflected on your policy schedule and are also contained in the policy wording. Policy documents should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### 10. EXTENT AND NATURE OF PREMIUM OBLIGATIONS

Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (e.g. monthly or annually). When amendments are made to the policy an additional or refund premium may become due and such amounts are also reflected on the policy schedule. All premiums are inclusive of Value Added Tax (VAT) at the prescribed rate.

Financial Services Providers may be authorised to accept premium payment on behalf of Product Suppliers and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider. Where a Financial Services Provider is not authorised to receive payment on behalf of the Product Supplier, your payment should be made in favour of the Product Supplier. Should you not operate through a Financial Services Provider, then your payment should be made directly to your Product Supplier or Binder Holder (if applicable). In the case of monthly premiums by debit order, payment is usually made to the Product Supplier directly, unless you have authorised such payment via your Financial Services Provider or other third party, who has authority to collect premium on behalf of the Product Supplier.

#### 11. CONSEQUENCES OF NON-PAYMENT OF PREMIUMS

The due date for the payment is reflected on your policy schedule, certificate of cover or premium advice as the case may be. Your payment should be made on or before the due date / payment date which is prior the packing/transportation of effects to avoid the cancellation of the once-off policy.

#### 12. COOLING-OFF RIGHT

If this policy has a duration of 31 days or more, no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy, via written notification, within 14 days after the receipt of the policy documents or from a reasonable date on which it can be deemed that you received the policy documents. The product supplier will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself. The product supplier will comply with your request for cancellation within 31 days after the product supplier receives your cancellation notice.

#### 13. FIRST AMOUNTS PAYABLE

It is important that you are aware of any amounts that you will be required to pay in the unfortunate event of a claim. Your policy schedule contain the amounts that you pay as a portion of a claim and your Financial Services Provider or Product Supplier can assist you with any queries you have in this regard.

#### 14. OTHER MATTERS OF IMPORTANCE

- (a) You must be informed of any material changes.
- (b) Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.
- (c) If your premium is paid by debit order, the debit order must be in favor of either the Financial Services Provider (broker) or the Product Supplier (insurer) and may not be transferred without your approval.
- (d) The Product Supplier (insurer), and not the Financial Services Provider (broker), must give reasons in writing for the rejection of any claim submitted by you.
- (e) The Product Supplier (insurer) must give you 31 days' written notice of its intention to cancel your policy.
- (f) You are entitled to a copy of your policy free of charge.

#### 15. WARNING

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents you receive.
- (d) Make notes as to what is said to you.
- (e) Ask for a letter of representation from your advisor.
- (f) Do not be pressured into buying the product.
- (g) Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

#### 16. SHARING OF INSURANCE INFORMATION

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders.

The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent.

You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing you insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

Sharing of insurance information is done in accordance with applicable legislation, as well as our Privacy Notice which can be found on our website: [www.centriq.co.za](http://www.centriq.co.za)

#### 17. USE OF YOUR PERSONAL INFORMATION

When you enter into this policy you will be giving us your personal information that may be protected by data protections legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information.

You authorise us to:

- (a) Process your personal information to
  - (i) Communicate information to you that you ask us for.
  - (ii) Provide you with insurance services.
  - (iii) Verify the information you have given us against any source or database.
  - (iv) Compile non-personal statistical information about you.
- (b) Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

Processing of your personal information is always done in accordance with applicable legislation, as well as our Privacy Notice which can be found on our website: [www.centriq.co.za](http://www.centriq.co.za)

#### 18. WAIVER OF RIGHTS

No Financial Services Provider, Binder Holder or Product Supplier may request or induce, in any manner, a client to waive any right or benefit conferred on the client, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

#### 19. CONFLICT OF INTEREST

We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. We adopted a values based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority. A conflict of interest management policy is available to clients on our website and upon request.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

**CATEGORY:**

**NEW REPLACEMENT VALUE:**

FURNITURE*	<u>R</u>
ELECTRONIC EQUIPMENT*	<u>R</u>
ARTWORK *	<u>R</u>
OTHER *	<u>R</u>
TOTAL INSURED VALUE:	<u>R</u>

\*(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.

Our representatives do not provide any advice, any information provided is factual and may not be construed as being giving advice.

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **NAME:** \_\_\_\_\_



# **OPEN MARINE CARGO INSURANCE POLICY**

## **(LOCAL/INTERNATIONAL TRANSITS AND/OR STORAGE)**

### **POLICY WORDING**

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 or in long-term storage 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 Laser Transport Group (Pty) Limited and/or their Associated and/or Subsidiary Companies.

### **DEFINITIONS**

Wherever the terms "*the Insurer*" or "*We*" are used, they are deemed to mean Centriq Insurance Company Limited. 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 Laser Transport Group (Pty) Limited 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 & COOLING-OFF RIGHTS**

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.

The Insurer may cancel this Insurance by giving you 31 (*thirty one*) days' written notice of cancellation, where the term of this Insurance is more than 31 days.

1. **WHAT TO DO WHEN YOUR PROPERTY IS LOST OR DAMAGED**

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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**

- 2.1. Copy of the Certificate of Insurance;
- 2.2. Colour photos indicating the damages of the claimed items. Full view pictures as well as pictures which show only the extent of the damage
- 2.3. 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, United Kingdom or United States of America.

4. **THE INSURED**

You, the Customer of the Laser Transport Group (*Pty*) Limited and/or their Associated and/or Subsidiary Companies from whom they receive instructions to insure your items/goods.

5. **GOODS INSURED**

- 5.1. New and/or Used Goods which belong to the Customers of the Carrier from whom they have received written instructions to insure.
- 5.2. The afore-mentioned goods include and are limited to:
- 5.2.1. Household Goods & Personal Effects and/or
- 5.2.2. Antiques & Fine Arts
- 5.2.3. Motor Vehicles and/or
- 5.2.4. Private Boats and/or
- 5.2.5. Motorcycles and/or
- 5.2.6. Campers and/or
- 5.2.7. Trailers and/or
- 5.2.8. Office and/or Factory Furniture, Equipment & related Commercial Goods
- 5.2.9. 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.
- 5.2.10. Other goods not listed above to be agreed by the Insurer prior to commencement of cover.
- 5.3. 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.

Initial

## 6. **GOODS NOT INSURED**

### 6.1. Excluding the following Goods:

- 6.1.1. Jewellery, Watches, Sunglasses, Spectacles, Precious Stones, Precious Metals, Bullion, Cash, Money, Bank Notes, Coins, Stocks and other personal documents, Deeds, Travelers' Cheques, Bonds, Securities and Stamps of all kinds.
- 6.1.2. Furs, Perfumery, Tobacco, Cigars, Cigarettes, Wines, Cellular Telephones, Cameras, iPads, Tablets, eReaders, Kindles, Laptops and articles of the same nature, Spirits and Explosives.
- 6.1.3. Perishable Foodstuffs, Animals, Firearms, Ammunition, Explosives, Paints, Poisons, Pot Plants, Plants, Computer Data and articles of a similar nature.
- 6.1.4. Items having no market value (such as but not limited to, photographs, family albums, newspaper clippings, technical/research papers).
- 6.1.5. Keys (all keys to be retained by the client).

## 7. **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.

## 8. **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.

## 9. **COVERED TERRITORIES**

Worldwide except shipments from / going to / through Afghanistan, Belarus, Cuba, Iran, Myanmar, North Korea, Russia, Syria, Venezuela, and Ukraine including regions Of Crimea (including Sevastopol), Donetsk and Luhansk which are excluded.

Subject to prior formal approval from the Insurer shipments from / going to / through Afghanistan, Belarus, Cuba, Myanmar, Russia, Venezuela, and Ukraine excluding regions of Crimea (including Sevastopol), Donetsk and Luhansk can be re-instated case by case.

Subject always to the Sanctions exclusion stated herein.

## 10. **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.

## 11. **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.**

## 12. **STORAGE AND LIMITED TRANSIT EXTENSION – MOTOR VEHICLES, MOTORCYCLES, PRIVATE BOATS, CAMPERS AND TRAILERS**

Notwithstanding anything to the contrary contained in this Policy, but subject always to its terms, conditions, exclusions, and limitations unless otherwise stated herein, it is hereby declared and agreed that this Policy extends to cover physical loss of or damage to the Insured Property while:

- 1. **Temporarily stored** at the storage facilities of The Laser Transport Group (hereinafter referred to a "Laser"), under a written storage agreement; and
- 2. **In transit directly between the Insured's premises and such storage facility**, provided that:
  - **The entire transit is arranged and carried out by or on behalf of Laser**, either using a trailer, enclosed carrier or similar transport, or by driving the Insured Property under its own power by an authorised employee or agent of Laser;
  - **No cover is provided while the Insured Property is being delivered to or collected from the storage facility by the Insured (or any third party not acting on behalf of Laser);**

- **Cover under this extension only incept once the Insured Property has been physically handed over to the storage provider and accepted into their custody and care** and ends upon formal redelivery to the Insured.

### **Insured Property**

For the purposes of this extension, Insured Property shall mean:

- Motor vehicles (including classic or collector cars),
- Motorcycles,
- Campers & trailers,
- Private boats.

### **Conditions**

- The Insured must retain ownership or insurable interest in the Insured Property during storage and transit.
- A full inventory or identification (such as VIN, registration number, or hull identification) must be provided for each item covered.
- It is a condition precedent to liability under this extension that the Insured and Laser each sign a written condition report or similar document confirming the condition of the Insured Property at the time of delivery into and return from storage.

### **Exclusions**

This extension does not apply to:

- Any movement of the Insured Property by the Insured or any third party not acting on behalf of Laser;
- Use of the Insured Property during the storage period (other than for storage-related handling);
- 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 breakdown not directly attributable to external visible damage Mechanical, electrical or electronic breakdown unless resulting from a peril insured;
- Waterborne risks to boats or watercraft (unless separately insured and agreed);
- Any personal effects, tools, loose goods, or other property contained in, on, or attached to the Insured Property unless:
  - Permanently fixed; and
  - Part of the standard factory specification or specifically declared and valued for insurance purposes;

- Non-factory-fitted accessories, equipment, modifications or enhancements, unless they have been specifically declared to and accepted by the Insurer and included in the sum insured stated in the Certificate of Insurance.

### **Liability Exclusion**

This extension provides no cover whatsoever for any form of legal liability, including but not limited to liability for third-party injury, death, or property damage, arising from the ownership, use, driving, towing, or transport of the Insured Property.

### **Territorial Scope**

Cover under this extension applies only within the Republic of South Africa.

### **Valuation Clause – Market Value**

The Insured Property shall be valued on a market value basis.

### **Basis of Loss Settlement**

#### **(a) Total Loss**

In the event of a total loss, the Insurer will indemnify the Insured by payment of the current market value of the item immediately before the loss or damage, not exceeding the sum insured stated in the Certificate of Insurance.

“Market value” shall mean the reasonable market value of an equivalent item of the same make, model, age, mileage, specification, and condition immediately prior to the loss, as determined by:

- The TransUnion Auto Dealers' Guide;
- Failing which, an independent valuation by a qualified assessor, or other relevant market data.

No amount will be paid for sentimental value, undocumented modifications, or collectability unless previously declared and accepted by the Insurer.

#### **(b) Partial Loss or Damage**

Where the Insured Property is partially damaged but not a total loss, the Insurer will:

- Pay the reasonable cost of repair to reinstate the item to its pre-loss condition;
- Not be liable to replace items with new unless required to do so to restore pre-loss functionality;
- Not be liable for any betterment or improvements beyond the condition immediately prior to the loss.

Repairs must be carried out by a reputable provider approved by the Insurer, and the Insurer may, at its discretion, pay the Insured or the repairer directly.

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### (c) Classic and Vintage Vehicles – Agreed Value Basis

For the purposes of this clause, a Classic or Vintage Vehicle shall mean a vehicle that is:

- At least 20 years old, and
- Registered as a collector's item or maintained in original or restored condition for display, leisure or collection purposes, not for regular daily use.

In the case of a Classic or Vintage Vehicle:

- The Insured must declare its insured value and submit a current, independent valuation by a specialist or recognised assessor.
- The Insurer may, at its sole discretion, agree to insure the vehicle on an Agreed **Value Basis**, provided that:
  - The valuation is current and independently verifiable;
  - The vehicle's condition, rarity, or customisation makes determination of a reliable market value impractical or inappropriate; or
  - There is insufficient market data to establish a fair market value with reasonable certainty.
- If **Agreed Value** is accepted by the Insurer, this will be noted in the **Certificate of Insurance** and shall constitute the maximum amount payable in the event of a total loss, without deduction for depreciation.

If **Agreed Value** has not been accepted by the Insurer in writing, the vehicle will default to a **Market Value Basis**, as defined under this Policy.

In all cases, documentary proof of the vehicle's condition, history, mileage, originality or restoration status may be required in the event of a claim.

**All other terms, conditions, exclusions, limits and deductibles of this Policy remain unchanged.**

## 13. COVER PROVIDED

### 13.1. 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:-

- Institute Cargo Clause (A),
- Institute War Clauses (Cargo),
- Institute Strikes Clauses (Cargo)

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.

### 13.2. 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.

### 13.3. 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.

## 14. EXCLUSIONS

This Insurance does not cover:

- 14.1. Goods as listed under Goods Not Insured.
- 14.2. Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire, collision or overturning of transporting land conveyance.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. Loss of or damage to a motor vehicle 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.
- 14.7. Loss or damage to motor vehicles
  - 14.7.1. Unless the forwarder and the owner both agree and sign a "vehicle condition report" or similar document stating the condition of the motor vehicle both prior to and post shipment
  - 14.7.2. When the motor vehicle exceeds 5 years of age unless declared to Insurers and any additional premium is agreed and paid prior to shipment.
- 14.8. Motor vehicle non-factory installed accessories not specifically declared and valued for insurance. Goods packed in motor vehicles are

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not covered.

- 14.9. Loss or damage caused by radiation or radioactive contamination.
- 14.10. Loss, damage or expenses caused by delay.
- 14.11. Pre-existing damage.
- 14.12. Wrinkling of clothing and/or other items of fabric.
- 14.13. Loss or damage caused by any acts of governments, customs authorities, customs inspections and confiscation.
- 14.14. Appliance preparation:
- 14.14.1. Loss or damage to appliances/equipment not prepared for transport in accordance with the manufacturer's recommendations.
- 14.14.2. Servicing/re-servicing and/or tuning of articles or appliances, musical instruments etc.
- 14.15. Loss or damage following:
- 14.15.1. The dismantling and/or assembling of unit-furniture, fitments or fittings or taking down of curtaining.
- 14.15.2. The disconnecting or reconnecting of appliances, fittings or equipment.
- 14.15.3. The removal or laying of fitted floor coverings
- 14.16. Any loss or damage, costs or additional charges that may arise where: It is the Insured's responsibility to:
- 14.16.1. Ensure that nothing is taken away in error or left behind.
- 14.16.2. Secure their goods at the departure and destination points by being present or by having a representative.
- 14.16.3. Adequately prepare and stabilize appliances and equipment prior to their removal.
- In respect of transit and storage risks within the Republic of South Africa and Namibia 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, insurrection, rebellion or revolution, 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;
  - 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 (i), (ii), (iii), (iv) or (v) above.
  - 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.
  - Looting committed as part of the acts described in (i), (ii), (iii), (iv), (v), (vi) or (vii) above.
  - If the Insurer alleges that by reason of clause (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary rests on the insured.
- 14.17. 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.
- 14.18. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause (10/11/2003 – Cl. 370).
- This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
- In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- ionising 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 properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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- 14.18.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 14.18.5. any chemical, biological, bio-chemical, or electromagnetic weapon.
- 14.19. Institute Cyber Attack Exclusion Clause (10/03/2003 – Cl. 380)
- 14.19.1. Subject only to clause 14.19.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 14.19.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 14.19.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
15. **GENERAL CONDITIONS**
- 15.1. **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, motor vehicles, 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.
- 15.2. **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.
- 15.3. **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.
- 15.4. **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.
- 15.5. **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 to the final destination. 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.
- 15.6. **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.
- 15.7. **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.
- 15.8. **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. 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.
- 15.9. **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).
- 15.10. **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.

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- 15.11. **Specifications, valuations and appraisals** are to be provided by the Insured and agreed by Insurer.
- 15.12. **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.
- 15.13. **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.
- 15.14. **Grouped items:** Where items listed on the Valued Inventory are valued as a group and not individually, then for purposes of determining each item's value, all will be deemed to be of equal value except for pairs or sets which will be treated as such if a purchase invoice confirming that the item(s) are part of a pair or set can be provided.
- 15.15. **Vehicle fuel tank** to be empty at the time of the move.
- 15.16. **Crating:** Motor cycles, Quad Bikes, marble / glass tops, and any other item of similar nature must be crated.
- 15.17. **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.
- 15.18. **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.
- 15.19. **Motor Vehicle 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.
- 15.20. **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.
- 15.21. **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*).
- 15.22. **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.

- 15.23. **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.
- 15.24. **Transfer of insurance:** This Insurance shall be void if transferred to any party without the written consent of the Insurer.

☐ I consent to Centriq, and its operators, processing, and further processing, my personal information in accordance with the Protection of Personal Information Act, for the purposes of concluding, and performing in terms of, this insurance contract (please tick the box)

For further information please read our Privacy Notice, which can be found on [www.centriq.co.za](http://www.centriq.co.za)

**PLEASE SIGN BELOW AS AN INDICATION THAT YOU UNDERSTAND AND ACCEPT OUR INSURANCE CONDITIONS**

CLIENT'S NAME: .....

QUOTE REF. NO: .....

DATE: .....

SIGNATURE: .....

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