

IMPORTANT CLAUSE

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH INSURERS MAY BE LIABLE

CLAIMS PROCEDURE

- (a) On the happening of an event which may result in a claim under this policy the Insured shall, at their own expense:
- (i) Give notice thereof to the Insurer in respect of the **transportation risks** within the applicable period stated in the **CLAIM NOTIFICATION WARRANTY** and to provide particulars of any other insurance covering such events as are hereby insured.
 - (ii) As soon as practicable after the event inform the policy of any claim involving theft or (if required by the Insurers loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - (iii) As soon as practicable after the event submit to the Insurer full details in writing for any claim.
 - (iv) Give the Insurer such proofs, information and sworn declarations as the Insurers may require and forward to the Insurer immediately any notice of claim or any communication, writ summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.
- (b) No claim shall be payable after the expiry of **12 (twelve)** months or such further time as the Insurer may allow from the happening of any event unless the claim is the subject of ending legal action.
- (c) No claim shall be payable unless the Insured claims payment by serving legal process on the Insurers within **6 (six) months** of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurers, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurers. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurers all amounts paid in respect of the claim.

INSURER'S RIGHTS AFTER AN EVENT

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the Insurers and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to reply upon any conditions of this policy,
- (i) take or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of the Insured to the Insurers to do so. The Insured shall not be entitled to abandon any property to the insurers whether taken possession of by the Insurers or not
 - (ii) prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurers.
- (b) The insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

IMPORTANT NOTICE TO ASSURED

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Insured and their Servants and Agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised. In particular, the Insured; their Servants and Agents are required:

1. To claim immediately on the carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful conditions.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
4. 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 receipt accordingly and retain all defective or irregular seals for subsequent identification.
5. 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.

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

Any claim under this insurance should be submitted to the Insurer without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.

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, including, when applicable:

1. Certificate of insurance or Declaration Schedule where applicable
2. Original or copy of shipping invoices, together with shipping specifications and/or weight notes.
3. Road consignment notes or other contract of carriage.
4. Delivery notes or other documentary evidence to show the extent of the loss or damage and weight notes at final destination.
5. Survey report (where applicable) or other documentary evidence to show the extent of the loss or damage.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for loss or damage.