

# Household Goods & Personal Effects Proposal Form – B (if



## Goods Not Professionally Packed

### **Restricted Cover**

This Insurance is **restricted** and covers only risks of **loss and/or damage as a result of a major peril** as specified under Institute Cargo Clauses (C) and is extended to include theft of or non-delivery of an entire consignment (summary of cover attached). **Cover is not provided for damage or loss of individual items.**

Proposers Name:.....

Proposers Address:.....

Proposers Date of Birth:.....Proposers Nationality:.....

Shipping/Freight Agent:.....

Address Goods Collected From:.....

Delivery Option\* (see note iii): Port Only  or Final Address

Final Address (if selected):.....

Method of Shipment: Airfreight

Road/Seafreight Full Load (FTL/FCL)  or Part Load (LTL/LCL)

Date of Collection or Date Goods Delivered to Carrier:.....

Estimated Date of Shipment/Sailing:..... Vessel Name:.....

Total Value to be Insured\* £..... (see notes i-ii)

\*Please note:

- i) The full replacement value of the goods at destination must be insured.
- ii) If you wish to include the cost of shipping note this on the proposal form and include within the total value.
- iii) Delivery Option:
  - Port Only: Cover ceases either upon the signed collection of the cleared goods from the port of arrival or upon the expiry of 21 days after discharge from the ocean vessel whichever shall first occur.
  - Final Address: Cover ceases on completion of unloading from the carrying conveyance at the specified final address or on the expiry of 60 days after discharge from the ocean vessel (30 days from an aircraft) **whichever shall first occur.**

**Valued Inventory (a list of each item and its individual value) – not required unless in the event of a claim where the assured will be asked to establish the value of the goods lost.**

**DECLARATION:** To the best of my knowledge and belief the information provided in connection with this proposal, whether in my own hand or not, is true.

The information you have provided in this form contains statements upon which Underwriters will rely when deciding whether to accept this insurance and the terms on which it may be offered, including the amount of premium payable.

If you are in any doubt at all regarding any of the answers you have given, you should ask your broker.

**You are required to provide a fair presentation of the risk to Underwriters.**

If you breach your duty to provide a fair presentation and such breach was deliberate or reckless, Underwriters may regard the policy as void and are not required to return any paid premium back to you. If the breach was not deliberate or reckless, Underwriters remedy shall depend upon what Underwriters would have done if you had complied with the duty of fair presentation:-

- 1) Underwriters may regard the policy as void if they would not have entered into the policy on any terms in the absence of the breach. In this case, the Underwriters must return the premium paid.
- 2) If the Underwriters would have entered into the policy, but on different terms (other than terms relating to premium) the policy is to be treated as if those different terms applied from the outset, if the Underwriter so requires.
- 3) If the Underwriters would have entered into the policy but would have charged a higher premium the Underwriters may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

**Data Protection Act 1998 – Proposer’s Consent Clause** By signing this Proposal Form I/We hereby consent to any information you may have about me/us being processed by you for the purpose of providing insurance and claims handling which may necessitate you providing such information to third parties.

Signature of Proposer.....Dated.....

**Please return the completed form to: J.P Shipping Services Ltd, Main ABP Building (South Entrance), Alexander Dock, Newport, South Wales, NP20 2NP**

## Conditions of Insurance – B (ii)

This Insurance covers risks of **loss and damage only as a result of a major peril under Institute Cargo Clauses (C) including theft of or non-delivery of an entire consignment** and the Institute War and Strikes Clauses dependent on method of conveyance. In addition the conditions 1-10 below are deemed to apply.

### 1 Average Clause

The Policy is subject to the condition of average. That is to say if the property covered by this insurance shall at the time of loss be greater value than the sum insured hereby the Assured shall only be entitled to recover such proportion of the loss as the sum insured by the Policy bears to the total value of the said property (pro rata calculation applied).

### 2 Pairs and Sets Clause

Where the insured item consists of an article in a pair or set the Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such a pair or set.

### 3 Depreciation/Consequential Loss

Insurers liability is restricted to the reasonable cost of repair and no claim is to attach for depreciation resulting therefrom or losses due to consequential loss or expense.

### 4 Mechanical and Electrical Derangement

Excluding loss of or damage due to mechanical, electrical or electronic derangement unless there is evidence of external damage to the insured item or its packing.

### 5 Moth Vermin Wear Tear and Gradual Deterioration

Excluding loss or damage due to moth, vermin, wear, tear and gradual deterioration.

### 6 Replacement Clause

In the event of loss or damage to any part or parts of an insured machine caused by a risk covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

In no case shall the liability to the Insurers exceed the insured value of the complete machine.

### 7 Climatic Conditions Clause

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

### 8 Excluded Goods

Excluding loss of or damage to cash, notes, stamps, deeds, tickets, travellers cheques, furs, jewellery, shares, bonds, negotiable instruments, watches, trinkets or similar valuable articles, unaccompanied baggage and **perishable** foodstuffs of any description.

### 9 Accompanied Personal Effects

Excluding loss from unattended vehicle.

### 10 Subject to the completion of a valued inventory – not required.

The following clauses also apply:

#### In respect of goods moving by sea, road and rail:

Institute Cargo Clauses (C) 01/01/2009 CL384  
 Institute Strikes Clauses (Cargo) 01/01/2009 CL386  
 Institute War Clauses (Cargo) 01/01/2009 CL385  
 Institute Classification Clause 01/01/01 CL.354  
 Cargo ISM Endorsement (JC98/019)  
 Cargo ISM Forwarding Charges Clause (JC98/023)

#### In respect of goods moving by air:

Institute Cargo Clauses (C) 01/01/2009 CL.384  
 Institute Strikes Clauses (Air Cargo) 01/01/2009 CL389  
 Institute War Clauses (Air Cargo) 01/01/2009 CL388

#### In respect of all Goods Insured:

Institute English Jurisdiction Clause 01/11/91 CL358  
 Institute Radioactive Contamination, Chemical, Biological, Bio-chemical, Electromagnetic Weapons Exclusion Clause 10/11/03 CL 370  
 Institute Cyber Attack Exclusion Clause 10/11/03 CL.380  
 Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo)  
 Sanction Limitation and Exclusions Clause  
 Termination of Transit Clause (Terrorism) (JC2009/056)  
 UK Export Control Order 2008 - Revocation of Licences

**Risks Covered (Superseded by Conditions of Insurance – B (ii))**

**This insurance provides limited cover for loss or damage to the goods due to specified perils only which include:**

- fire or explosion
- sinking or grounding of vessel
- overturning of vehicle
- vessel collision with any external object
- discharge of cargo at a port of distress
- jettison

**Cover has been extended to include theft and/or non-delivery of entire consignment.**

It does not cover, for example loss or damage of individual items within the consignment other than as a result of a peril listed above and excludes consequential loss. Includes cover for General Average and Salvage Charges.

**Main Exclusions**

- wilful misconduct of the assured
- natural loss in weight or volume and wear and tear and ordinary leakage
- insufficient packing or stowage where the assured stow the goods
- inherent vice
- delay - insurers will not pay for physical loss or damage to the goods arising as a result of delay; nor will they pay for any other consequences of the goods being delayed in transit
- insolvency of owners or operators of the vessel
- atomic or nuclear weapons
- unseaworthiness or unfitness of the container or carrying conveyance where the insured are aware of this.

Risks relating to War (including loss or damage caused by mines, etc left over from previous hostilities) and damage caused by Strikers, Terrorists and in Riots are also excluded unless the insurance specifically incorporates the Institute War and Strikes Clauses. In any case it should be noted that cover is restricted to physical loss or damage caused by strikers etc. and not the consequences of goods being held up by a strike.

**Duration of Cover**

Goods are insured from the time that they are picked up for immediate loading to the carrying conveyance at the collection address or, if delivered to the forwarders warehouse or containerbase from the time that they are handed to the forwarder in the container/package (e.g. shipping barrel, carton, case) being used for transit (this would not include cover for the owner packing items into the shipping container/package).

**Delivery Option:**

- **Port Only:** Cover ceases either upon the signed collection of the cleared goods from the port of arrival or upon the expiry of 21 days after discharge from the ocean vessel whichever shall first occur.
- **Final Address:** Cover ceases on completion of unloading from the carrying conveyance at the specified final address or on the expiry of 60 days after discharge from the ocean vessel (30 days from an aircraft) **whichever shall first occur.**

Only storage in the ordinary course of transit is covered (e.g. whilst in a customs shed pending clearance or during normal container loading and unloading) and no storage cover is provided prior to or after transit unless otherwise agreed by insurers

**This is a short summary of cover and the main exclusions and is intended as a guide only. For full details of all terms and conditions a full copy can be provided upon request.**