Insurance Provision

Item 572

INSURANCE: The freight includes marine insurance purchased for the benefit of Shipper and/or Consignee, and/or in the case of order Bills of Lading for the final endorsee of said Bill of Lading during the time the Goods are in the possession of Carrier, except that no such coverage is provided for certain designated Goods.

A. This insurance commences at the time the Goods are received by Carrier and continues during the ordinary course of transit until the Goods are delivered by Carrier to Consignee or to Consignee's designated inland carrier or to connecting Carrier at the port of discharge; or until expiration of thirty (30) days after discharge of the Goods from Carrier's vessel(s).

B. Risk Covered: The insurance covers the following risks:

1. All Goods other than those described in Paragraphs 2, 3, 4, 5 and 6 are insured against all risks of physical loss and/or damage from any external cause including war risks, social riots and civil commotion, but to exclude improper packing, deterioration, inherent vice, improper stowage by Shipper or its agents or any other pre-existing condition.

2. ~~Fresh fruits, vegetables, meats and dairy products, frozen or chilled foods, and other Goods perishable in or by their own nature when shipped in ordinary stowage or under refrigeration are insured only for (a) physical loss or damage, either partial or total, directly caused by the vessel being stranded, sunk, burnt or in collision with another vessel or ice or any object or substance other than water; and (b) packages which are totally lost in loading, transshipment or discharge; and (c) landing, warehousing and special charges if incurred for which the insurer would be liable under a policy covering Particular Average.~~

3. Any cargo rendered to Carrier loaded in Shipper's Owned or Leased equipment is insured only for physical loss caused by negligence of the Carrier. In the event of physical loss, Carrier's liability with regards to cargo shall be limited to $500 per Shipper's Owned or Leased Trailer. For the purposes of this item, the Trailer shall be the customary freight unit as defined under COGSA.

4. Vehicles up to five (5) years in age are insured against all risks of physical loss and/or damage from any external cause except for marring, denting, chipping, scratches and atmospheric fall-out. For vehicles in excess of five (5) years of age, Carrier can provide insurance at a rate of $1.12 per $100 of sound market value.

    - When such premium is paid, the coverage will insure vehicles against all risk of physical loss and/or damage from any external cause excluding marring, denting, chipping, scratching and atmospheric fall-out to a limit of liability of the sound market value of the vehicle at the time of loss.

- Coverage is always subject to the following warranties:

- That no claim for loss and/or damage shall attach unless immediately on the first discovery of any loss and/or damage to or deterioration of any part of the Goods hereby insured, notice shall have been given to the insurer, arrangements made for survey, and the amount of depreciation agreed to on discharge prior to the removal of the Goods.

- That claim will be filed immediately in writing against the vessel or Carrier, a copy of which must accompany any claim presented under the insurance.

5. Live Animals - Transportation of live animals, birds and fish are prohibited.

6. The following commodities will not be insured against all risk or will be insured subject to the restrictions shown. Any provisions requested on the Bill of Lading by the Shipper in conflict with these restrictions will not be binding on Carrier or its agents.

- Fragile Goods including, but not limited to China, Glass, Enamelware, Porcelainware and liquid products in glass containers unboxed - All Risk excluding breakage unless caused by marine perils.

- Precious, Metals, Bullion, Jewelry, Watches, Precious Stones, Money Notes, Securities Stock Certificates, Valuable Paper, Works of Art will not be insured unless full details are submitted to Carrier in writing in advance of shipment, and approval to insure is given in writing by Carrier.

- Used Household Goods and/or Personal Effects of any kind - All risk excluding marring, denting, chipping, scratching, rust, oxidation, moth, vermin, gradual deterioration.

- Iron and Steel Angles, Bars, Girders, Pipe, Sheets, Wire Tinplate and similar Ferrous Products - All Risk excluding rust and oxidation.