



**TERMS & CONDITIONS OF “INSURER’S” STANDARD INTERNATIONAL MARINE TRANSIT INSURANCE  
FOR HOUSEHOLD GOODS AND PERSONAL EFFECTS**

- Condition 1. 100% Co-Insurance Clause:** The insured shall maintain insurance on the entire shipment to the extent of the replacement value and failing to do so, the insured shall, to the extent of any deficit, bear their respective proportion of any loss. Furthermore, in every event of loss or damage, this insurance shall not pay more than the amount respectively declared on the proposal or scheduled elsewhere in respect of each interest insured.
- Condition 2. Pairs & Sets Clause:** Where any insurance items consists of articles in a pair or set, this certificate shall not pay more than the 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, nor more than the proportionate part of the insured value of the pair or set.
- Condition 3. Repair or Replacement Clauses:** The Insurer shall be entitled at its sole option to repair or replace with like kind and quantity any article lost or damaged (whether wholly or in part) or to pay cash therefore, not exceeding in any event the insured value of the individual item. Furthermore, the Insurer shall not be liable for any depreciation, loss of market, or consequential loss of any kind.
- Condition 4. Salvage Clause:** Where replacement or total loss payment of an article is made, the Insurer at its sole option, shall have the right to salvage of the article. Furthermore, no article may be abandoned to the Insurer.
- Condition 5. Prima Facie Evidence Clause:** The origin packing inventory (“packing list”) as prepared by the Moving Company and insured and signed by the insured at destination shall be assumed as Prima Facie Evidence of delivery of the shipment in good order with the exception of any notations to the contrary made by the Insured at the time of delivery. To the extent the “packing list” is not available at time of delivery, a destination delivery receipt will suffice as prima facie evidence of good delivery or otherwise.
- Condition 6. Time Limitation/Claims Notification:**
- A. Basic transit time:** Coverage defined herein shall attach from such time as the Moving Company shall begin packing at origin residence and be continuous during the normal course of transit until delivery to the destination residence, but in no event shall coverage extend for more than 60 days prior to lading on board the conveyance, the course of the voyage, and not more than 60 days after discharge from the conveyance. Furthermore, at such time as the Insured shall utilize the destination warehouse or place of storage as a point of distribution, all cover shall cease. (i.e. “split” deliveries or multiple deliveries are not permitted and will void coverage hereunder unless pre arranged by origin packer.)
  - B. Storage Extension Coverage:** Extension of coverage can be given at an additional premium provided your effects are held in a Links Moving or our nominated agent’s storage facility. Storage in residential premises, private garages, self-storage facilities, etc cannot be covered.
  - C. Claims Notification:** It is a requirement of this insurance that the Insured shall within **14** days of the date of delivery or such other prior event which may give rise to a claim hereunder, give written notice to the Moving Company or their authorized agent, that a loss/damage or such other prior event has or is likely to have occurred. The Insured shall follow the instructions on the claim form and all documentary evidence as stipulated therein and on the claim form itself must be forwarded to the Insurer not later than **30** days from the date of notification or such other prior event which may give rise to a claim hereunder. **THE INSURED IS BOUND TO ACT AT ALL TIMES AS IF HE WERE NOT INSURED TO PROTECT THE RIGHTS AND INTERESTS OF THE INSURER.** The extent to which the Insured shall fail to follow the instructions on the claim form shall be conditions precedent to the Insurer’s obligation to pay any claim hereunder.
- Condition 7. Other Insurance:** This insurance does not cover to the extent of any other insurance, whether prior to or subsequent to in date and by whomsoever effected directly or indirectly covering the same property, and the Insurer shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.
- Condition 8. Subrogation Clause:** The Insurer shall be subrogated to the extent of their payment for losses insured hereunder to all the Insured’s rights to recovery against any person or organization. All provisions of this clause notwithstanding, it is hereby warranted that the Insured shall take all necessary actions to protect the Insurer’s rights of subrogation against possibly culpable third parties.
- Condition 9. High Value Articles:** Any item with a value of USD500 and above must be specifically described, declared and valued in writing before the date property is picked up from the origin. If such items are not declared, insurer’s liability is limited to a maximum of USD500 per item, or if any item or article is part of a set, then recovery is limited to the proportionate value in accordance with the Pairs and Sets Clause up to a maximum of USD500 per set. In the event of a claim the Insurer reserves the right to require proof of value for any item in the form of a professional valuation and such proof shall be provided at the Insured’s expense.
- Condition 10. Deductible Clause:** The first USD250 of any claim shall be borne by the Insured.
- Condition 11. Motor Vehicles**
- A. Accessories/Stereo:** This insurance, when applicable, covers only the vehicle, and loss or damage to fixed accessories (mirrors/radios/ stereo/ CD players, and the like).
  - B. Own Power:** This insurance does not cover any vehicle whilst being driven under its own power except whilst being driven between conveyances on non-public roadways and private areas.
  - C. Restricted Cover:** In the event no pre-shipment condition report is prepared, coverage hereunder is restricted to theft or loss of the entire vehicle.
- Condition 12. Fraud:** In the event any claim or part thereof is found to be fraudulent, the entire claim shall be void and not recoverable hereunder.
- Condition 13. Apportionment Value Clause:** Where the subject matter insured is under one valuation, for the purpose of loss assessing, the Insurer reserves the right to apportion the value over each item and then over each quantity.
- Condition 14. Jurisdiction Clause:** The indemnity provided hereby shall only apply in respect of judgments which are in the first instance, obtained from the Supreme Court of Hong Kong. The Insurer does not recognize any other court or jurisdiction.

**Extended Coverage Endorsements: It is hereby understood and agreed that:**

- 1. Mold and mildew risks : (EXCLUDED FOR STORAGE OF MORE THAN 30 DAYS BEYOND THE BASIC COVER TIME LIMITS)**  
To include loss or damage to the interest insured, howsoever arising, subject to the goods being professionally packed. Underwriters maximum liability shall not exceed 75% of the sum insured for any one consignment. This limitation shall not apply to claims arising from external water damage. Subject otherwise to a maximum limitation of US\$25,000 in any event.
- 2. Electrical, electronic and mechanical derangement : (EXCLUDED FOR AUTOMOBILES AND GOODS IN STORAGE MORE THAN 30 DAYS BEYOND THE BASIC COVER TIME LIMITS)**  
To include loss or damage to the interest insured which is caused by electronic, and/or electrical and/or mechanical derangement, provided the interest insured is not exceeding three years old and subject to the goods being professionally packed. Subject otherwise to a maximum limitation of US\$25,000 in any event.
- 3. Pairs and sets clause :** Where any insurance items consists of articles in a pair or set, this certificate shall not pay more than the 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, nor more than the proportionate part of the insured value of the pair or set.

## PROPOSED EXCLUSIONS

### The proposed policy does NOT cover:

- (a) Breakage, scratching, denting and chipping to china, glass, furniture and other fragile articles packed by the Insured unless directly caused by fire, stranding, sinking, collision or overturning of the vessel or transporting conveyance. THE FOREGOING DOES NOT APPLY IF SUCH ARTICLES WERE PROFESSIONALLY PACKED. Claims for missing items from owner packed cartons or packages are excluded unless an itemised value list of contents of each carton or package is provided by the owner prior to commencement of transport.
- (b) Loss or damage caused by delay, wear and tear, climatic conditions, vermin, moths, inherent vice, variation of temperature, electrical or electronic mechanical derangement, wrinkling of clothing, loss or damage attributable to fumigation or contamination of the shipment from any cause except as per the Optional Extended Coverage Endorsements.
- (c) Loss of cash, cheques, money orders, postal orders, national saving certificates, bonds, travel tickets, passports, securities, manuscripts, or documents of all descriptions, personal and/or professional papers/documents of any kind, including but not limited to dissertations, tax returns, medical and employment records, items that have no market value (such as but not limited to photographs, family albums and pictures, newspaper clippings, etc), unset precious and semi-precious stones, bullion of whatever nature and jewellery of every description.
- (d) Any loss and/or damage occasioned to or by perishable goods, acids, paints, aerosols, medicines, and liquids of all descriptions included in the consignment (excepting cosmetics or still wine/liquor).
- (e) Any loss/damage resulting from delay confiscation, seizure, or other official acts of any government agency or organisation.
- (f) WAR & TERRORISM RISKS of all descriptions such as but not limited to: declared or undeclared war, riot, strike or civil commotion, civil war, rebellion, any act of terrorism, direct or indirect.
- (g) Any loss by nuclear contamination, nuclear reaction, nuclear radiation, or radioactive contamination.
- (h) Loss or damage arising in consequence of bankruptcy, liquidation or insolvency of any Shipping Company or Moving Company or bailees who may have responsibility or control over the insured interests.
- (i) Betterment or improvement with regard to but not limited to electrical appliances and personal computers including laptops whether for repair or replacement.
- (j) Collections and/or collectibles defined as but not limited to baseball cards, sports memorabilia, collectible toys, etc are only insured if specifically declared, separately valued and appraised prior to shipment. Limited to maximum of 10% of the shipment value.
- (k) Scratching, denting, chipping or marring of automobiles, motorcycles and boats unless the Insured and the shipper both agree to sign a "Condition Inspection Report" or similar document portraying the condition at origin and again at destination, noting all defects, if any.
- (l) Calibration and/or tuning of any item, machine, device or equipment.

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## CLAIMS REPORTING PROCEDURES

### Specifically:

1. In the event of loss or damage believed covered by the certificate of insurance you must report same in writing immediately to a) the Insurer and b) your destination agent or your mover but in no event later than 14 days from date of delivery or other event which may give rise to a claim.
2. DO NOT give a clean receipt for goods that are in doubtful condition, particularly if container or packing cases show external signs of damage at the time of delivery. You will otherwise jeopardize the Insurer's rights of recovery and your claim may be reduced.
3. Write a letter to the air or ocean carrier (not the packer) who transported your shipment stating that there has been damage/loss and attach a copy of same to claim form. This must be done immediately to preserve the Insurer's right against third parties.
4. Contact one of the Agents listed for survey. Should none be nearby, contact the nearest Lloyd's Agent, but if neither is represented, then by some other recognized Insurance Authority. Request the representative to conduct survey and issue certificate stating cause and extent of loss or damage. Carriers representative should be requested to attend survey. SURVEY FEE is CUSTOMARILY PAID BY CONSIGNEE AND MAY BE INCLUDED IN ANY VALID CLAIM AGAINST THE INSURER. **SURVEYS MAY NOT BE AUTHORIZED IF LOSS AND DAMAGE IS LESS THAN US\$3,000.00.** Container and contents should be preserved in the condition that they were received until the survey has been completed unless further damage would result.
5. Obtain estimates for repair of damages or replacement with similar but not more superior or extensive item(s) at destination and attach to the claim form.
6. Complete the claim form (included with this packet) and follow the instructions printed on it. NO CLAIM WILL BE CONSIDERED PROPERLY PRESENTED UNTIL THE INSURER HAS RECEIVED THE COMPLETED FORM, SIGNED BY THE CLAIMANT, ACCOMPANIED BY THE REQUIRED DOCUMENTS AND INDICATING A DEMAND FOR A SPECIFIC AMOUNT OF MONEY. EMAIL YOUR CLAIM WITH ALL RELEVANT DOCUMENTS ATTACHED TO:  
  
Marine Adjustors Ltd  
15-1, Menara 1 Mont Kiara  
No. 1, Jalan Kiara, Mont' Kiara  
50480 Kuala Lumpur, Malaysia  
  
Tel: (603) 6411 6203  
Fax: (603) 6411 6204  
Email: lee.bengsoon@marineadjustors.com
7. It is a requirement of this insurance that you must forward all documents within 30 days from the date of notification. If you are having difficulty in fulfilling this requirement you must write to the Insurer requesting an extension of time to file and your reason(s) for same. The Insurer will then consider such request.
8. Documents to be supplied by insured:
  - a. Survey Report (if required as per Instruction 4 above)
  - b. Repair or Replacement Estimates at destination for the exact or similar item(s) (Instruction 6)
  - c. The completed Claim Form from Links Moving Group
  - d. Photographs of the damaged items with captions

## How do you arrange cover through this policy :

### Option A. Replacement Cost – Complete Valued Inventory Basis

You will be required to complete the Insurance Proposal Application Form. The basis of valuation for this policy is replacement cost at destination. You may need some enquiries to establish the replacement cost of the same item(s) at the location you are moving to. If the exact same item or model is no longer available then it is the cost of an available or compatible item that is not better or more substantial than the original in terms of specifications.

Should you feel the form is too restrictive, or if you prefer to compile your own valuation list, please feel free to do so. Whether you choose to complete the pre-printed form or compile your own listing, it is important that any item that is not declared and valued is NOT INSURED.

### Option B. Replacement Cost – Lump Sum Valuation Basis

You may indicate a replacement figure on a LUMP SUM value basis. This must not be less than USD2,750 per cubic metre and any item valued in excess of USD500 must be listed on the Insurance Application Form and is in addition to the USD2,750 per cubic metre calculation.

## When completing the Insurance Proposal Application Form, please remember the following :

- **All items are to be declared for their replacement cost at destination :**  
In the event of a claim, under-insurance will result in the application of 'Average' which means, for example, if an item has been under-insured by say, 50%, Insurers will only pay half of any repair charge. If repair charges exceed the insured value of the item, Insurers' liability will be limited to the insured value.
- **Any items not declared and valued are not insured**
- **Multiple items, same category :**  
Where you have declared items on a multiple basis, Insurers' liability will be limited to the average value of each item. It is in your interest to list any item that may be of a higher value than others in the same category separately. For example, if you have 10 chairs valued at USD100 each, you should write :

Quantity	Article	Value
10	Chairs	USD1,000

If however you have 10 ornaments with a total value of USD1,000 and 1 of them is valued at USD500 then you should list them separately, if possible as follows :

Quantity	Article	Value
1	Green marble statue	USD500
9	Ornaments	USD500

If you do **NOT** specify the number or quantity of items but declare the lump sum value, the insured value of each item in that category will be determined by the lump sum value divided by the number of items and the payable amount shall not exceed the insured value of that item or the actual replacement value, whichever is lower.