

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (TRAIN, TRUCK)

I. Scope of Cover

This insurance is classified into two conditions-Overland Transportation Risks and Overland Transportation All Risks. Where the goods insured hereunder sustain loss or damage, the Company shall undertake to indemnify therefore according to the Insured condition specified in the Policy and the provisions of these Clauses:

1. Overland Transportation Risks

This insurance covers:

(1) Total or partial loss of or damage to the insured goods caused in the course of transportation by natural calamities-windstorm, lightning, earthquake, flood etc., or by accidents-collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.

(2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the Policy, **provided that such cost shall not exceed the sum Insured of the consignment so saved.**

2. Overland Transportation All Risks

Aside from the risks covered under the Overland Transportation Risks as above, this insurance also covers all risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II. Exclusions

This insurance does not cover:

- 1. Loss or damage caused by the intentional act or fault of the Insured.**
- 2. Loss or damage falling under the liability of the consignor.**
- 3. Loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance.**
- 4. Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.**
- 5. Risks and liabilities covered and excluded by the Overland Transportation Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.**

III. Commencement and Termination of Cover

Warehouse to warehouse clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft until the insured goods are delivered to the Consignee's final warehouse or place of storage at the destination named in the policy or to any other place used by the Insured for allocation or distribution of the goods. This insurance shall, however, be limited to sixty (60) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder:

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the Survey and /or Settling Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and /or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing. **If the Insured fails to fulfill the aforesaid obligations, the Insurer shall not be liable for the loss or damage attributable to such failure.**

2. The Insured shall, and the Company may also, take reasonable measures immediately in salving the goods or preventing or minimizing a loss or damage thereto. **The Insurer shall not be liable for the increased loss or damage attributable to the Insured's failure to fulfill the aforesaid obligations.**

3. The following documents should accompany any claim hereunder made against this Company:

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

The insured should provide other insurance nature of the incident identified, causes, extent of losses and other relevant evidence and information.

If the Insured fails to provide the aforesaid claim documents, the Insurer shall not be liable for the parts of the loss or damage which can not be verified due to such failure.

V. Settlement of Claim

The Insurer shall, upon receipt of a claim from the Insured, check and ascertain without delay whether he is liable for the loss or damage and notify the Insured of the result. Where in the circumstances of complication, the Insurer fails to ascertain the facts within thirty days of receiving the claim and the relevant documents from the Insured, the Insurer shall discuss and agree on a reasonable claim handling period with the Insured according to the actual situation. Then the Insurer shall ascertain the facts and notify the insured of the result within this period.

Where the Insurer is liable for the loss or damage, the Insurer shall fulfill his obligations of indemnity within ten days of reaching an agreement on the amount of indemnity with the Insured.