

**Peace of Mind
Move**

Active Transport (Pty) Ltd

t/a Mini Removals (Pty) Ltd Reg. no: 97/19229/07

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INSURANCE – APPLICATION FOR “ALL RISK” INSURANCE COVER

Hereby Active Transport (Pty) Ltd is instructed to arrange insurance that will cover all risks of loss and damages to the subject matter insured, as per conditions and exclusions attached to this agreement. I understand that this will only be finalized following my prior payment of the requisite charge.

REQUESTING INSURANCE AND SIGNING THIS DOCUMENT WILL SERVE AS AN INDICATION THAT THE CUSTOMER READ, UNDERSTAND AND ACCEPT THE CONDITIONS AS ATTACHED TO THIS REQUEST:

- 1) Coverage and Value Declared (p1)
- 2) Access payable by client (p2)
- 3) Terms and conditions for goods in transit insurance (p2)
- 4) Conditions for the removal of property (p3)
- 5) Storage Terms and Conditions (p4)

TOTAL VALUE DECLARED - R _____

Are the items packed included in the total value declared? **YES / NO.**

NOTE:

- 1) When entering the VALUE it is the total of all items packed, not per item
- 2) Antiques must be marked as such and detailed individually and a Certificate of Valuation produced.

COVERAGE & VALUE DECLARED

The complete household must be insured to the new replacement value of items. The basis of the insurance is that the **COMPLETE** consignment must be insured and all items declared and valued. This Insurance will be covered by Outsurance as per their General Condition of Insurance.

MECHANICAL DERANGEMENT

Extensive damage may occur to mechanical and electrical appliances and musical instruments during transit if mechanism is not made secure – all items must be serviced for removal by the agents or other qualified persons. All motors and pick-up arms should be secured and clocks, barometer, etc., should be dismantled and carefully packed, as should all other mechanical and scientific apparatus. It is stressed that it is not part of the Contractor's responsibility, and no liability whatsoever falls upon the contractors.

The policy is extended to include Mechanical, Electrical and Electronic derangement. In no case shall the insurers liability under this extension exceed R 2 000.00 for any one loss.

FRAUD:

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the assured or anyone acting on his behalf or if any destruction or injury or damage be occasioned by the willful act or with connivance of the Assured, all benefit under this policy shall be forfeited.

ACCESS PAYABLE BY CLIENT

Basic 10% of Claim Minimum R5000.00 each and every Loss. Hi-Jacking / Theft / Non-Delivery and Carrying Conveyance Overturning: 20% of Load Value Minimum R13 500.00 each and every loss!

Kindly Note that no claim will be settled until the full and final payment of Active Transport's Account!

I HEREBY ACCEPT THE GIVEN QUOTATION AND ACCEPT THE CHARGES AS A PERSONAL INDEBTEDNESS.

QUOTE NUMBER: _____ **DATE:** _____

FULL NAMES: _____

ID NUMBER: _____ **SIGNATURE:** _____

TERMS AND CONDITIONS FOR GOODS IN TRANSIT INSURANCE:

Covered by Outsurance under Policy OT9404400

1. Even though the contractors are professional movers, there is a possibility of loss or damage while the consignment is being exposed to the rigors of transportation and removal.
2. The value of the cover is declared value and/or market value based on replacement cost. Customers determine the replacement cost of their possessions at destination and declare these values on a per item basis. The basis of the insurance is that the **COMPLETE** consignment must be insured and all items declared and valued. If your effects sustain a loss and they cannot be repaired, you are entitled to the value declared provided the effects cannot be replaced with others of similar kind and quality for a lesser sum.
3. **GUIDANCE AND IMPORTANT NOTES ON VALUATION.**
 - a. A comprehensive list of property specifying the **REPLACEMENT VALUES NEXT TO EACH ITEM IS NEEDED TO FINALIZE THE INSURANCE COVER**. IF NO REPLACEMENT VALUES ARE RECEIVED – THE INSURANCE WILL NOT BE APPLICABLE AND NO CLAIM WILL BE CONSIDERED.
 - b. The insurers are not unreasonable when it is apparent that an effort has been made to provide reasonably accurate valuations, but any serious under valuation/insurance will result in 'the application of average' which means, for example, that if an item is under insured/valued by 50%, the insurers will pay only half of any repair charge incurred. If repair charges on any one item should exceed the declared value, the liability of the insurers will be limited to the declared value less any residual value the damaged articles are determined to have. Should shortages occur the claim settlement will be based on the declared value/s?
 - c. Motor vehicles should be valued at the sound market value.

UNDER INSURANCE OF YOUR CONSIGNMENT

Ensure that your property and goods are insured for the full replacement value at destination. The consequences of under insurance can be disastrous. The Condition of Average applies to the Policy. This means that if, at the time of any loss or damage, the Sum Insured is lower than the true replacement value, and the Insurers will only be liable to pay a proportionate amount of the loss.

Example

R 50 000

R100 000 = 50%

Therefore the settlement is 50% of the amount claimed of R25 000. - $R25\ 000 \times 50\% = R12\ 500$ - As the actual value is double the Value Insured, Insurers are only liable to pay half of the amount claimed, i.e. R12 500.

4. EXCLUSIONS

The Contractors will, when specifically instructed in writing by the Customer to do so, and following prior payment by the customer of the requisite charge, arrange wide insurance protection on the Contractor's own "All Risk In transit" Policy, but always excluding loss, damage or expense caused by:

- a. Delay, Confiscation, Detention or Loss of market.
- b. Moth, Vermin, Rats, Inherent Vice, Wear and Tear, Deterioration or Depreciation arising from process of cleaning, repairing and restoring.
- c. Breakage, Scratching or chipping of Compact Discs. Mechanical or Electrical Derangement of Clocks, Barometers, Scientific or Musical Instruments, Television Receivers, Radio Sets or Gramophones, Sewing Machines, Refrigerators. Stoves, Electrical Appliances, typewriters, Cameras or Photographic Equipment, Tape Recorders, Hi-fi Sets, Deep freezers, Washing Machines and Computers.
- d. Breaking of gas pipes of refrigerators is classified as mechanical derangement.

5. GENERAL CONDITIONS

- a. Reinstatement, Repair, or Replacement of property lost or damaged may be effective instead of paying the amount of any loss or damage.
- b. Liability for any articles forming part of a pair, set or collections is limited to prorate proportion of the overall value of the pair, set or collection.
- c. All small pieces must be packed in cases or cartons. The Contractor will under no circumstances be responsible for keys; they must be retained by the Customer!
- d. Packages containing plate, jewelry or valuables should be sealed and handed to the foreman.
- e. The Insurers are not liable for any loss or damage to goods, which were not professionally packed by the contractors and placed in suitable containers before transit, neither unless unpacked by them on delivery, nor in respect of damage to any goods, not listed and described in the contents of the carton or container, packed either by the contractor or the owners, exceeds R1000, then a detailed list the contents, together with the value of each individual piece must be supplied with valuation form.
- f. Claims caused by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, or nuclear activity, are excluded.
- g. Mechanical derangement; the limit of any loss is R2000
- h. Notification of any loss or damage must be given to the contractors as soon as possible, but in any event, no later than 48 hours from time of delivery.
- i. The first R5000 of any claim is excluded! Cash, Bank Notes, Stamps, Securities of any kind, gold, silver, or platinum articles, jewelry, precious stones, medals, are excluded. Documents of any other type are covered for their cost of replacement, but not for any value of information contained in them, nor for any liability accruing from their destruction or loss.

GENERAL CONDITIONS FOR THE REMOVAL OF PROPERTY

1. The contractors are not common carriers and do not undertake the obligations or liabilities of a common carrier. The CONTRACTOR may, at their absolute discretion refuse to accept for carriage any goods or any class of goods and shall not be obliged to assign any reason for such refusal. The contractors accept goods for carriage only upon these terms and conditions.
2. No agents or employee of the Contractor has any authority to alter, vary or qualify in any of these terms and conditions, nor enter into any contract on the Contractor's behalf, nor sign any receipt of documents that have not been previously submitted to and approved in writing by the Contractor.

ACCES TO PREMISES

1. Quotations are given on the understanding that the work can be carried out in the method to be decided on by the Contractors, without interruption or hindrance. The customer is to ensure that adequate facilities are available to the Contractor to enable it to carry out its obligations for instance to provide lifts, free passageways and suitable access for the contractor's vehicles to within 30 meters the door of the building from/to which goods are to be removed/delivered. There has to be an adequate, practical road and approach to the door of the building within which the goods are to be placed available for the Removal Vehicles of the Contractors. If all or any of the conditions of this clause are not fulfilled the customer agrees to pay all expenses arising from any additional work involved.
2. It is understood that if the premises are difficult to approach with the particular type of vehicle used by the Contractors or if the delivery vehicle is parked more than 30 meters from the loading or offloading site, a shuttle vehicle will be utilized. The charge for the shuttle service depends on the location where the service is delivered.
3. The Contractor will not accept responsibility for any damage caused to drives, pathway, gates, fences, underground water or sewerage mains, septic tanks or overhead electric or telephone wires unless the Contractors, or their drivers, are warned beforehand by the Customer that they may not enter the premises with their vehicles. In this event an extra charge will be made for the additional carrying distance involved. Any damages to premises must be pointed out to the Contractor's foreman in charge at the time and confirmed in writing within twenty-four hours after the damage is alleged to have occurred, time being the essence of the contract.
4. It is incumbent on the **Customer** to see that nothing required to be removed is left behind, that goods and/or fixtures are not taken away in error, also that protection is arranged for articles left in unoccupied premises, as the Contractors will not under any circumstances accept such responsibility.

QUOTATIONS

1. Estimates do not include the taking down or putting up curtains, fixtures, gas, electric or other fittings, or billiards tables; the relaying or fitting of carpets or floor coverings, the reaffixing of blinds, mirrors, cornices or other fittings; or the rehanging of pictures. If such work or any work not specifically stated in the Quotation is done these conditions apply there to, and an extra charge to cover the Contractors additional expenses and/or any loss suffered by the Contractor shall be paid by the customer.
2. Should window and/or other tackle be necessary, it will be used at the contractor's discretion and at the customer's risk and expense, and the customer shall indemnify the Contractors against all claims whatsoever made against the Contractors arising out of the use of such tackle, except claims by the contractor's workmen.
3. When a contract is made for a specific quantity and additional goods are removed and/or warehoused, an extra charge shall be made and the above conditions shall apply.
4. A claim shall not be made the reason for deferring payment of any monies payable to or liabilities incurred to the Contractors.
5. The Contractor may at any time during any removal; transfer the goods from vehicle to vehicle pending transfer into their own or any other storing place and when goods are in store they may remove them from one store to another. The Contractor reserves the right to sub-contract.
6. Should goods be stopped by Customs, the client will be responsible for any charges incurred by the Contractor.
7. In the event of any payment not being paid on due date, the contractors shall be entitled to levy interest at the common law interest rate, and if court action is instituted the Contractors shall be entitled to payment of legal cost on an attorney and client scale inclusive of collection commission. The parties consent to the jurisdiction at the magistrate court, but the contractors reserves the right to institute actions in the Supreme Court of South Africa.
8. In the event of a customer signing the contract as an agent of a company or corporate body and in the event of the company or corporate body not paying the contractors charges, the customer shall be jointly and severally liable for payment in terms of the contract.

DANGEROUS GOODS

1. The contractors will not accept for removal and/or packing and/or warehousing any dangerous or damaging or explosive articles or substance, or for storage of food, or anything likely to encourage vermin or other pests, and no claim shall be made against the Contractors for the loss or damage due to or arising out of the presence of any such article or substance. The Customer shall be liable for and indemnify the Contractors against all claims made and no claim shall be made against the Contractors for the loss or damage due to or arising out of the presence of any such articles or substances amongst the Customer's goods. If any article or substance is discovered the Contractors may, at their discretion, remove, sell, destroy or otherwise dispose of some and shall not be responsible or accountable for the value thereof.

STORAGE

1. A Customer sending property to warehouse is required to furnish an address to which communications are to be directed and to register his or her signature with the Contractors for mutual protection. The Customer shall during the currency of the agreement at all times remain liable to ensure that any change of such address is registered in the Contractor's books. On receipt of the goods, the Contractors will issue to the customer an inventory of the goods and such receipt shall be final and conclusive between the Contractors and the customer, and no discrepancy shall be recognized or entertained unless it is immediately pointed out.
2. The Contractor shall have a general lien upon all goods in their possession for all monies due to or liabilities incurred to them and if part of the goods has been delivered, removed or dispatched the Contractors shall have a general lien upon the remainder of such goods for such monies and liabilities until paid to them. The Contractors shall be entitled to charge warehouse rent and other expenses incurred during all period during which a lien on the goods is being asserted.

3. Charges for warehousing shall be due and payable monthly in advance in respect of each calendar month on the first day of each month.
4. Should the Contractors incur or be put to any costs, charges or expenses in consequences of any claim or claims being made to or against any goods warehoused, or have to pay damages arising out of any such claim, such costs, damages, charges and expenses shall be recoverable from the Customer in addition to all other charges.
5. If any sum due to the Contractors by the Customer shall be three months in arrears, the Contractor shall (after sending by post to the Customer, or his agent, to the registered address one month's notice of their intention to sell such goods, or in the event of no address of the customer being registered as before provided), have full power to open and examine an part or whole of the property, and to sell the whole or any part thereof by public auction, and the customer shall be liable for the costs and expenses thereby incurred and the Contractors may apply the proceeds of the sale in payment of or towards all sums due and liabilities incurred to the Contractors by the Customer. Any surplus will be paid over to the customer without interest on application, but save therefore the Contractors shall be released from all liability whatsoever to the customer in relation to the goods. The Contractors shall not be liable under any circumstances for any claim made after the expiration of the said months' notice.
6. At least 14 clear days' notice shall be given by the Customer and received by the Contractor before the removal of any goods from the warehouse.