



Lloyd's Certificate: ..... Cov ASSURED: .....

Cover Note: .....

Broker: .....

# COURIED DOCUMENTS & PARCELS INSURANCE Marine Cargo – Annual Block Policy

### Article 1 Assured

Loss, if any, payable to Customers as defined.

# Article 2 Conveyance

Any means of conveyance by land, water or air.

### Article 3 Period of Insurance

### Article 4 Cancelation Clause

This contract may be cancelled either by the Assured or by the Underwriters, by one party giving to the other, 30 (Thirty) days' notice in writing, but 7 (Seven) days notice at anytime in respect of Strikes, Riots, Civil Commotions risks.

## Article 5 Geographical Limits

Within Greece.

#### Article 6 Subject Matter Insured

Commercial documents, documents of title, negotiable and non-negotiable financial documents of every description consisting principally of but not restricted to endorsed cheques, certificates of deposit, drafts and money orders (and accompanying tapes), credit cards, certificates, notes, bills of lading, warehouse receipts, letters of credit and bonds or stock certificates and the like. Also this policy is deemed to cover all sendings in respect of Assureds activities under Logistics practices subject to limitations, exclusions and deductibles as provided herein.

All other interests are held covered upon rates, terms and conditions to be agreed by the Underwriters.

# Article 7 Monetary Limits

а.	€10.000,00	first loss, anyone occurrence any one Motorcycle for either declared or
		undeclared
b.	€10.000,00	first loss, anyone occurrence any one land conveyance owned or operated under contract by the Assured other than Motorcycles, for
		either declared or undeclared

- **c.** €10.000,00 first loss, anyone occurrence, by Conveyances operated by thirds, for either declared or undeclared.
- **d.** €440,00 first loss anyone undeclared parcel and/or subject to limitation of liability as defined on Assureds Vouchers or Bill of Landing.
- e. €150,00 anyone undeclared envelope and/or subject to limitation of liability as defined on Assureds Vouchers or Bill of Landing.



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It is agreed that the above limits of liability contained herein shall apply on a "first loss" basis and the Assured shall have the privilege of placing specific insurance when necessary to protect the excess of the limits agreed to or as maybe agreed upon hereafter by Underwriters. It is further understood and agreed that the coverage provided hereunder will not be affected or prejudiced in anyway whatsoever by the existence of any other insurance on similar or identical interests and/or against similar or identical perils in the Assureds name. In addition, all recoverable claims hereunder will be processed by the Underwriters to the Assured without contribution.

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Notwithstanding the foregoing, in the event of the destruction of the subject matter insured hereunder by the operation of an insured peril, this insurance is limited to paying the cost of repairing and/or replacing and/or reconstructing the subject matter insured plus the expenses of re-forwarding them to their original destination by the Assured.

# Article 8 Deductibles

**10%** every one claim (a) & (b) & (c) above with minimum  $\in$  **500,00** No deductible to apply for (d) & (e).

# Article 9 Basis of Valuation and Loss Settlement

Replacement cost (as defined herein) of the subject matter including all costs and charges incurred plus 10% plus costs incurred in re-forwarding to original destination by the Assured.

# Article 10 Conditions of Insurance

All Risks of physical loss or damage as per

Institute Cargo Clauses (A) 1.1.09 (cl 382) Institute Cargo Clauses (Air) 1.1.09 (cl 387) Institute Strikes Clauses (Cargo) 1.1.09 (cl 386) Institute Strikes Clauses (Air Cargo) 1.1.09 (cl 389) Institute Malicious Damage Clause 1.8.82 (cl 266) Institute Location Clause 26.3.80 (cl 66) Institute Radioactive Contamination, Chemical, Biological, Biochemical and electromagnetic Weapons Exclusion Clause 10.11.03 (cl. 370) Institute Cyber Attack Exclusion Clause 10.11.03 (cl. 380) Nuclear Risks Exclusion Clause Termination of Transit (Terrorism) JC2001/056 20.11.01 Sanction Limitation & Exclusion Clause JX001 7.11.11

The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that Insurers shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

# Article 11 War Exclusion

In no case shall this insurance cover loss damage or expense caused by:

- 1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3. derelict mines torpedoes bombs or other derelict weapons of war.





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#### Article 12 Voyage Clause

This insurance attaches from the time the subject matter insured becomes at the Assured's risk or the Assured assumes responsibility and continues whilst the subject matter insured is in transit and/or in store or elsewhere awaiting final consolidation, return and/or onward transit and until finally delivered to final destination or until the Assureds interest ceases, as required.

Including whilst in Customs warehouses as required, and transhipment in third's warehouses and/or transplanting the means of conveyances, whether customary or otherwise.

The invalidity of any provisions of any airway bill or consignment note issued by the Assured shall in no way relieve Underwriters from any liability hereunder.

Underwriters agree waive rights of subrogation against the Assured and/or any contracted parties with the Assured. But Underwriters are free to exercise their subrogation rights against any thirds.

### Article 13 Cancelation

This insurance may be cancelled at any time by the UNDERWRITERS or the Assured by giving thirty (30) days notice, in writing by registered letter posted and addressed to the last known address of the Assured or to the UNDERWRITERS C/o their Corresponding Brokers Greenwoods Insurance Brokers Ltd. The UNDERWRITERS giving notice shall receive and/or retain pro rata or earned premium whichever is the higher. The Assured giving notice shall be charged and pay pro-rata or earned premium, whichever is the higher, as well.

#### Article 14 Carriers Liability Cover

Specifically agreed and declared that the carriers in which assigns the Policy Holder the implementation of the Transit should be covered in first class Insurance Company for their liability up to the limits that are according the Convention of the Transport.

# Article 15 EXCLUSIONS

Loss, damage or expense arising from insolvency or financial default of the owners, managers.

Any acts, defaults, errors or omissions of the customer.

Violation by customers of any term or condition of the Assured's contract with them or any of the rules of the Assured's tariff or Conditions of Carriage as they may apply under the said contract including but not confined to, improper or insufficient packing, securing, marking or addressing, unacceptable shipments or shipments acceptable only under certain conditions.

Fraudulent, dishonest, or criminal acts by the customer, their directors, officers or employees.

Delays or non-delivery caused solely and independently by flight cancellations, delays or routing changes caused by airline officials, civil authorities, customs authorities, weather, or any other circumstance beyond the reasonable control of the Assured.

All third party actions brought against the customer, including but not United to, loss of any profit, loss of customer, loss of a monetary or consequential nature.

This Policy excludes liability arising from the warehousing of the following:

- (a) bullion and precious metal objects,
- (b) bank notes, coins, checks,
- (c) jewellery, works of art, antiques or precious stones.
- (d) live animals, birds, reptiles and fish,
- (e) mobile phones, SIM cards, computer chips, laptops, tablets and games consoles,



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- (f) radioactive and biological material,
- (g) The Underwriters shall not be liable for wear, tear, Mechanical or Electrical or Electronic breakdown or derangement, unless such loss or damage is consequent to a peril covered hereunder.
- (h) The Underwriters shall not be liable for loss destruction damage delay or liability of the Assured for Jewellery, Furs, Watches, fine art items, Precious Metals or Stones, Non-Ferrous Metals in raw or scrap, Tobacco, Cigars, Cigarettes, Spirits. It is agreed that the Underwriters can cover the Policy Holder's legal liabilities in writing against an additional premium, some of the above excluded commodities. Provided always that the Underwriters will be notified of such extension at least three working days prior commencement of the transit.

This Policy also excludes claims relating to:

A contractual agreed delivery date and time a higher limit of liability or greater responsibility than that notified to and agreed by Insurers a contractual agreed or declared value property and/or cargo owned or leased by the Assured, an operation not previously advised to Insurers and agreed in written to be covered

# Article 16 Definitions

Customers are either the senders or receivers of the documents, as stated on the consignment note, whichever has an insurable interest at the time of loss.

Replacement cost is the costs and expenses incurred necessary to repair and/or replace and/or reconstruct the documents with materials of like kind and quality. This would include costs and expenses for photocopying or retyping the document, costs and expenses to perform those tasks and the costs and expenses of the materials used and re-sending the documents by the Assured to the required destination.

# Article 17 Admission of Liability

The Assured shall not admit liability for, or settle any claim or agree the loss or incur any costs or expenses in connection therewith, for which the Assured is seeking indemnity hereunder, without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured the defense of settlement of any claim.

# Article 18 Claims

Notice of loss or damage which might result in a claim hereunder to be given to the Underwriters through the Assured's Athens office who are to notify Greenwoods Insurance Brokers Ltd.

It is the duty of the customers to give prompt notice to Underwriters via the Assured as soon as they become aware of any event over and above  $\in$  440,00 that is covered under this insurance.

# Article 19 Declarations

For claims below €440,00 as defined herein, are subject to a full monthly review of declarations and incurred claims. Declaration and bordereaux for such claims to be advised to Underwriters within 30 days of the end of each month.

# Article 20 False or Fraudulent Claims

If the Assured or his Agents shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited.





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### Article 21 Rate

**0,....%** fixed all inclusive, for the ordinary courier services within Greece

## Article 22 Premium

€ ..... during the period of insurance payable in **two** installments.

The above premium calculations based on Assured's 12 months period turnover of their selling invoices within Greece of  $\boldsymbol{\epsilon}$  ...... The Assured is binding to declare the turnover at the expiry of this insurance and Underwriters to calculate the premium earned on the same basis. It is agreed that the declared turnover cannot be below the 85% of the initial declaration at the inception of this insurance.

## Article 23 Information

Losses: last 5 years

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Means of Transportation: TBA

#### Article 24 Jurisdiction

The court of jurisdiction is the Athens Courts of Justice but always subject to terms and conditions attached hereon, English Law & Practice to apply.

This policy has been examined carefully from all parties referred herein, and meets all the instructions given to the Insurers. Therefore this policy signed from all parties today .....

**The Policyholder** 

**The Underwriters** 

Signed By Greenwoods Insurance Brokers Ltd. By the authority of Lloyd's Underwriters