

Parcel Protection Policy

A. Terminology

1. **The Provider (Parcelspot):** arranges the Transport Service with the Carrier in respect of the Consignment.
2. **Client:** natural or legal entity ordering services with the Provider.
3. **Consignment (Shipment, Parcel, Goods):** the goods that form the subject matter of the Transport Service as ordered by the Client through the Ordering System.
4. **Carrier:** entity different from the Provider, specialized in external transport or is a courier company, which physically transports the Consignment and is mediated by the Provider.
5. **Recipient:** person / entity designated as such on the Transport Waybill or Label, for whom the Consignment is intended.
6. **Delivery:** sending of the Consignment to the designated Recipient at the first lockable door of the property at the address given by the Client or for personal collection at drop-off points.
7. **Transport Waybill or Label:** document printed for the Consignment by the Sender, obligatory according to the Carrier's conditions and service.
8. **Transport (Transport Service, Transportation, Carriage):** service provided by the Carrier. This means receiving, shipping and delivering the Consignment.
9. **Domestic Consignments:** consignments transported exclusively within a given country.
10. **International Consignments:** consignments transported between two different countries.

B. Important Information

1. Notwithstanding any provision to the contrary in the Provider's [Terms and Conditions](#), it is hereby declared and agreed that the risk of loss or damages to Consignments may be transferred to Parcelspot at an additional fee and on the [Terms and Conditions](#), PROVIDED such [Terms and Conditions](#) have been signed and accepted prior to attachment of the risk.
2. Parcelspot shall not be liable for any loss or damages that fall outside the scope of the terms and conditions contained herein.

C. Territorial Limits

1. **Domestic Consignments:** To and from places anywhere within the borders of a single country.
2. **International Consignments:** From any country to another country i.e. across international borders.

D. Mode of Transport

Per road and / or airfreight

E. Basis Of Indemnity

1. New cargo.
2. Selling price as per commercial sales invoice.
3. Used / second-hand / other than new cargo.
4. Local market value at time of loss.

F. Maximum Limit Per Carrying Conveyance

R50,000.00 maximum indemnity for any one loss per carrying conveyance.

G. Goods Covered

General goods as declared to and accepted by Parcelspot.

H. Excluded Goods

1. The following goods are specifically excluded from cover:
 1. Livestock, live fish, pets or any animal, jewellery, furs, watches, precious metals and stones, artworks and antiques;

2. Treasury notes, specie, bullion, cash bonds, deeds, stamps and securities;
3. Manuscripts, documents, plans, computer systems records;
4. Non-ferrous metals, copper, brass and scrap, explosives, ammunition, tobacco, cigars, cigarettes, liquor, wines, beer or any other alcoholic beverages and the like;
5. Used household goods and personal effects and dangerous drugs which are the subject of various International Conventions;
6. Temperature controlled foodstuffs, frozen or chilled.

I. Risks Covered

1. The Provider accepts liability for loss / damage to goods following a peril covered in terms of the following conditions:
 1. Against all physical loss and / or damage to the subject matter protected as per Institute Cargo Clauses (A) and / or Institute Cargo Clauses (Air) (excluding sendings by Post), whichever may be applicable.

J. Second-Hand and / or Returned Interests and / or Reconditioned and / or Refurbished Goods

1. Excluding chipping, denting, scratching, marring of paint.
2. Excluding rust, oxidization, discolouration.
3. Subject to the Institute Replacement Clause.
4. Subject to the Second-Hand Replacement Clause.
5. Excluding mechanical, electrical, electronic derangement, unless caused by and is a covered peril in terms of the Institute Cargo Clauses (B).
6. Institute Cargo Clauses (A) CI382 01/01/2009.
7. Institute Cargo Clauses (Air) CI387 01/01/2009.
8. Institute Cargo Clauses (B) (As Amended) CI383 01/01/2009.
9. Institute War Clauses (Air Cargo) CI388 01/01/2009.
10. Institute Replacement Clause CI161 01/01/1934.
11. Institute Strikes Clauses (Cargo) CI386 01/01/2009.
12. Institute Strikes Clauses (Air Cargo) CI389 01/01/2009.
13. Institute Malicious Damage Clause CI266 01/08/1982.
14. Institute War Cancellation Clause (Cargo) CI271 01/12/1982 Apply to Open Slips and Open Contracts.
15. Institute Radioactive Contamination, Chemical, Biological, Biochemical, Electromagnetic Weapons Attack Exclusion Clause CI370 10/11/2003.
16. Institute Cyber Attack Exclusion Clause CI380 10/11/2003.
17. Termination of Transit Clause (Terrorism) Jc2009/056 01/01/2009.
18. Sanction Limitation and Exclusion Clause Jc2010/014 11/08/2010.
19. Institute Marine Policy General Provisions Cargo CI269 01/10/1982.
20. Institute Theft Pilferage and Non-Delivery (Protection Cover Value) CI272 01/12/82.
21. Important Clause.

K. Pairs and Sets Clause

Where any item consists of any articles in a pair or a set, liability will not exceed the declared value of any set which may be lost nor more than the proportionate part of the declared value of the pair or a set

L. Depreciation

Liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon.

M. Replacement Clause

In the event of loss or damage to any part or parts of a Client's machine caused by a peril covered by the conditions, the sum recoverable shall not exceed the cost of replacement or repairs of such part or parts plus charges for forwarding and refitting, if incurred but not exceeding duty unless the full duty is included in the value declared, in which case, loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of the Provider exceed the declared value of the complete machine.

N. Second-Hand Replacement Clause

1. In the event of a claim for loss or damage to any part of the Covered Interest in consequence of a peril covered by the Policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the covered value bears to the value of the new machine, plus additional charges for forwarding and refitting the new part or parts if incurred.
2. It is warranted manufacturer made spare parts are available in respect of any such machinery or workshop and testing equipment but if spare parts are not available then the reference to "Cost of Replacement" in the Second-Hand Machinery Replacement Clause shall be deemed to mean the last published catalogue price or cost of local manufacture of the parts, whichever shall be less.
3. Excluding mechanical and / or electrical and / or electronic derangement, unless caused by the covered peril recoverable in terms of the Institute Cargo Clauses (B).
4. Excluding the risks of rusting, oxidation and discoloration.
5. Excluding the risks of chipping, denting, scratching and marring of paintwork.

O. Major Exclusions

1. The following are some major exclusions in terms of the Institute Cargo Clauses. This serves only as a guideline and you should refer to Parcelspot for a detailed explanation of all policy exclusions.
 1. **Consequential Loss:** Cover in respect of physical loss or damage to the goods only. No consequential losses whatsoever (e.g. loss of market, wages, project delay, etc.) are recoverable.
 2. **Third-Party Liability to Property or Life:** Loss or damage to third-party property or life caused by the goods are not covered.
 3. **Delay:** Loss, damage or expense proximately caused by or consequential upon delay is not recoverable even if the delay was caused by the covered peril.
 4. **Demurrage:** Cover does not include fines, costs, and expenses in respect of demurrage howsoever arising (e.g. any loss of hire period incurred by the shipowner).
 5. **Inherent Vice or Nature of the Goods:** A quality inherent in goods which produces damage to the goods without the assistance of an outside agency and by its own action, e.g. fishmeal which spontaneously combusts.
 6. **Insolvency or Financial Default:** Loss, damage or expense arising from insolvency or financial default.
 7. **Insufficient Packaging or Stowage:** Goods are always expected to be sufficiently packaged to withstand the ordinary perils of the contemplated transit. Loss or damage to goods that have not been adequately packed and / or prepared as to withstand the ordinary perils / handling during the transit and / or cargo inadequately stowed are not recoverable.
 8. **Political Confiscation:** Loss or damage to goods arising from political confiscation, expropriation, appropriation, requisition, nationalisation or deprivation of cargo by a Government, Public or Local Authority, or any such body of a country protected under our policy is excluded.
 9. **Radioactive Contamination:** Loss, damage or expense attributable to the radioactive contamination of the goods are not recoverable.
 10. **Shipping Containers:** Material loss or damage to containers or any liability arising out of their use is not recoverable.
 11. **Trade Ullage:** Losses attributable to ordinary leakage or loss in weight. Since this trade ullage is inevitable and not a risk, ullage is not covered.
 12. **Wilful Misconduct of the Client / Recipient:** Loss, damage or expenses where the Client and / or Recipient wilfully and knowingly acts in a manner which results in a loss, damage or expense is not recoverable.
 13. **War Risks on Land:** This is an exclusion.

P. Claims Procedure

1. In the event of a claim:
 1. Document the condition of your goods upon Delivery. Make clear exceptions on the delivery receipt noting any loss and / or damage to the goods and / or the packaging and / or the containers.
 2. Take pictures – photographs will be very helpful as evidence.
2. Minimise the loss – immediately protect the goods from further loss or damage:
 1. Separate wet goods from dry goods.
 2. Repack to prevent further loss or damage.
 3. Move goods to a secure location.
3. Important:
 1. Preserve all packaging, damaged goods and / or seals until advised otherwise by Parcelspot.
 2. Notify Parcelspot via e-mail or telephone of any possible claim immediately and no later than thirty (30) days

after Delivery. Depending on the nature of the claim, our Claims Team will guide you on the documentation required and procedures to follow.

Q. Acceptance of Terms

Should the terms and conditions mentioned in this document meet your requirements, please tick the check box. By ticking the box, you are acknowledging and accepting the terms and conditions and the relevant Institute Cargo Clauses.

I agree to the terms and conditions of this Parcel Protection Policy.