

PERSONAL EFFECTS AND HOUSEHOLD GOODS POLICY

INTEREST INSURED

HOUSEHOLD GOODS AND PERSONAL EFFECTS OR PRIVATE PASSENGER AUTOMOBILE AND MOTOR CYCLE, AS PER INVENTORY/DECLARATION SUBMITTED BY THE INSURED ON FORMS ESPECIALLY MADE FOR THAT PURPOSE AND/OR INVENTORY FORMING THE BASIS OF INSURANCE UNDER THIS CERTIFICATE.

WARRANTED THIS COVER IS EFFECTIVE ONLY UPON SUBMITTING A DETAILED INVENTORY LIST INCLUDING INSURED'S DECLARATION AS TO VALUE OF EACH ITEM.

SCOPE OF COVER

ALWAYS SUBJECT TO THE DUE PREMIUM HAVING BEEN PAID AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS INSURANCE. ALL RISKS OF PHYSICAL LOSS OR DAMAGE TO THE PROPERTY INSURED FROM ANY EXTERNAL CAUSE AS PER CURRENT I.C.C. (LONDON) INSTITUTE CARGO CLAUSES (A) 1.1.82, INCLUDING THE RISKS OF WAR, STRIKES, RIOTS AND C.C. CLAUSES 1.1.82. COVERAGE WILL TERMINATE AS FOLLOWS:-

- A. AS PER PROVISION 8 (8.1) OF THE I.C.C (A + AIR)
- B. IN ADDITION TO PROVISION 8 OF I.C.C., COVERAGE IS PROVIDED HEREUNDER FROM THE TIME THE GOODS TO BE INSURED ENTER THE CUSTODY OF THE EXPORT PACKING AND SHIPPING COMPANY UP TO 30 DAYS PRIOR TO LOADING OF GOODS INTO SHIP OR PLANE.

ALL NEW PURCHASES ARE COVERED ONLY AFTER WAREHOUSED BY THE PACKER / SHIPPER AND NOT IN TRANSIT FROM THE RETAILER.

CONDITIONS

- 1. 100% CO-INSURANCE CLAUSE - THE INSURED SHALL AT ALL TIMES MAINTAIN INSURANCE ON 100% VALUE OF HIS PERSONAL EFFECTS TO THE EXTENT OF THE CASH VALUE. I.E. REPLACEMENT COST AT DESTINATION AT THE TIME OF LOSS OR DAMAGE AND FAILURE TO DO SO, THE INSURED SHALL TO THE EXTENT OF SUCH DEFICITE, BEAR HIS OR THEIR PROPORTION OF ANY LOSS OR DAMAGE INCLUDING LABOUR CHARGES.
- 2. ALL CONSIGNMENTS MUST BE PROFESSIONALLY PACKED AND SUBJECT TO CUSTOMARY AND ADEQUATE PACKING FOR THE RESPECTIVE ITEM AND ENTERED ON THE MOVER'S PACKING LIST.
- 3. WARRENTED THAT COVER IN RESPECT OF ANY ITEM PACKED BY THE INSURED EXCLUDES ANY SHORTAGE UNLESS AT THE TIME OF APPLICATION FOR INSURANCE, THE INSURED SUBMITTED A DETAILED INVENTORY THEREOF, AND THE MOVER HAS ACKNOWLEDGED CONTENTS AND RECEIPT OF EACH ITEM AND IDENTIFIED THEM ON THIS PACKING LIST.
- 4. IT IS A CONDITION OF THIS CERTIFICATE, THAT IN THE EVENT OF TOTAL LOSS OR TOTAL DAMAGE THE MAXIMUM LIABILITY OF THE INSURER SHALL BE THE REPLACEMENT VALUE OF THE ITEM OR A COMPARABLE ITEM IN THE CONDITION AT THE TIME OF LOSS OR DAMAGE NOT EXCEEDING THE INSURED VALUE OF SAID ITEM.

THE INSURER SHALL BE ENTITLED AT HIS SOLE OPTION TO REPLACE, WITH LIKE KIND AND QUALITY, OR REPAIR ANY ARTICLE DAMAGED (WHETHER WHOLLY OR IN PART), OR TO PAY CASH, IN ANY EVENT NOT EXCEEDING THE INSURED VALUE THEREOF. ALWAYS PROVIDED THAT IN THE EVENT OF REPLACEMENT OR CASH PAYMENT FOR ACTUAL OR CONSTRUCTIVE TOTAL DAMAGE, THE ITEM IS SURRENDERED TO AND BECOMES THE PROPERTY OF THE INSURER.

5. IT IS A CONDITION OF THIS CERTIFICATE, THAT A CONSIGNMENT ARRIVING WITH THE ORIGINAL SEAL BROKEN OR DAMAGED OR SHOWING ANY SIGNS OF HAVING BEEN TAMPERED WITH AND IS RELEASED FROM PORT IS NOT COVERED BY THIS CERTIFICATE, UNLESS PRIOR NOTICE HAS BEEN GIVEN TO THE CUSTOMS AND PORT AUTHORITIES AND A JOINT EXAMINATION HAVING BEEN HELD AND A PROTEST MADE, COPIES OF WHICH HAVE BEEN SUBMITTED TO INSURER IMMEDIATELY.
6. ANY ELECTRICAL ITEMS, APPLIANCES OR OTHER VALUABLE ITEMS, NOT DECLARED ON THE CUSTOMS ENTRY, NOT ENTERED ON THE MOVERS PACKING LIST CANNOT BE CLAIMED, NOR ALLEDGED TO HAVE BEEN LOST.
7. IT IS HEREBY DECLARED AND AGREED THAT IN THE EVENT OF CLAIM TO SHIPMENTS OF PERSONAL EFFECT INCLUDING ELECTRICAL APPLIANCES, DEDUCTIBLE OF 1% BUT NOT LESS THAN US\$ 250.- EXCEPT FOR ITEMS INSURED AS DETAILED HEREUNDER.
8. PAIR AND SETS CLAUSE: WHERE ANY INSURED ITEM OF ARTICLES IN A PAIR OR SET, INCLUDING ALL CROCKERY DISHES, GLASSWARE OR FURNITURE SETS, 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; NO MORE THAN A PROPORTION OF THE INSURED VALUE OF THE PAIR OR SET.
9. WARRANTED ANY FINE ART OBJECTS, PAINTINGS, PRINTS, ANTIQUES, SCULPTURES, SILVER OR GOLD ARTICLES AND ANY OTHER VALUABLES VALUED AT MORE THAN US\$2,500.- EACH MAY BE ACCEPTED FOR INSURANCE, ONLY INSURED, SUBJECT TO A DEDUCTIBLE OF 2% OF VALUE OF ALL ARTICLES UNDER THIS CATEGORY. MIN. US\$250.- . IF INCREASED SUM INSURED REQUESTED AN ADDITIONAL PREMIUM OF 50% TO BE CHARGED, BUT ONLY UPON INSURERS AGREEMENT PRIOR TO ATTACHMENT OF RISK. ANY FURS, CARPETS OR RUGS OR RUNNERS VALUED AT MORE THAN \$ 2,500.- EACH (REPLACEMENT VALUE) MAY BE ACCEPTED FOR INSURANCE ONLY IF ACCOMPANIED BY A QUALIFIED EXPERT APPRAISAL WITH A CORRESPONDING SUM INSURED, SUBJECT TO A DEDUCTIBLE OF 2% OF VALUE OF ALL ARTICLES UNDER THIS CATEGORY, MIN. US\$250.- NOTWITHSTANDING THE ABOVE, MAY SUCH ITEMS UP TO 25% OF THE TOTAL AMOUNT INSURED SHALL BE INSURED AT THE BASIC RATE.
10. PIANOS, ORGANS AND MUSICAL INSTRUMENTS MUST BE PROFESSIONALLY AND SEPARATELY PACKED, INDIVIDUALLY CRATED SUBJECT TO 1% DEDUCTIBLE ON THE WHOLE SUM INSURED. MIN. US\$ 500.- IN CASE OF LOSS OR DAMAGE, INSURER WILL NOT BE LIABLE FOR DAMAGE CAUSED TO MUSICAL INSTRUMENTS OTHERWISE PACKED OR PACKED WITH OTHER GOODS.

11. AUTOMOBILE AND MOTORCYCLE:

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, COVERAGE IS TO APPLY FROM THE TIME THE AUTOMOBILE OR MOTORCYCLE IS WAREHOUSED IN THE CUSTODY OF THE FREIGHT FORWARDER OR STEAMSHIP COMPANY AND TERMINATES UPON DISCHARGE AT PORT OF DESTINATION, PROVIDED IT IS LOADED ON BOARD THE VESSEL IN STRICT COMPLIANCE WITH ALL SAFETY MEASURES OF CARRIAGE. AT NO TIME IS THE VEHICLE INSURED AGAINST THIRD PARTY RISKS OR WHILST BEING DRIVEN UNDER ITS OWN POWER. IT IS FURTHER AGREED AND UNDERSTOOD THAT THIS CERTIFICATE DOES NOT COVER ANY DAMAGE, INJURY OR LIABILITY TO THIRD PARTY UNDER ANY LAW REQUIRING VEHICLES TO BE INSURED AGAINST THIRD PARTY RISKS OR LIABILITY.

COVERAGE EXCLUDES:

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- 1st. SCRATCHING, DENTING OR MARRING OF AUTOMOBILE OR MOTORCYCLE UNLESS THE SHIPPER AND THE OWNER OF THE AUTOMOBILE OR MOTORCYCLE BOTH AGREE AND SIGN A "CERTIFICATE OF CONDITION" OR SIMILAR DOCUMENT, STATING THE CONDITION OF THE AUTOMOBILE OR MOTORCYCLE AT THE TIME SAME ENTERED THE CUSTODY OF FREIGHT FORWARDER OR STEAMSHIP COMPANY, NOTING ALL DEFECTS, IF ANY.
 - 2nd. NON FACTORY INSTALLED ACCESSORIES OR REMOVABLE ITEMS ON AUTOMOBILE OR MOTORCYCLE.
 - 3rd. SUBJECT TO AN EXCESS OF \$ 500.- .

W A R R A N T E D: NO ON DECK CARRIAGE OR COMMERCIAL SHIPMENTS.

EXCLUSION OF COVER:

NOTWITHSTANDING ANYTHING WHICH IS OR MAY APPEAR TO BE THE CONTRARY, THIS CERTIFICATE DOES NOT PROVIDE COVERAGE FOR LOSS OR DAMAGE DUE TO:

1. MARRING, SCRATCHING, CHIPPING, SCRAPING, GAUGING AND DENTING OF USED ELECTRICAL APPLIANCES, USED FURNITURE AND ANTIQUES.
2. MECHANICAL DEFECTS NORMALLY COVERED BY A MANUFACTURE'S WARRANTY AND MECHANICAL OR ELECTRONIC DERANGEMENTS.
3. TERMITES, RODENTS, MOTHS, WEAR AND TEAR, GRADUAL DETERIORATION, CHANGE IN CLIMATIC CONDITIONS, INHERENT VICE, RUST, MOULD, SEIZURE OR CONFISCATION BY AUTHORITIES, CONSEQUENTIAL LOSS OR DAMAGE.
4. BREAKAGE OF CHINA, GLASS AND OTHER FRAGILE ARTICLES UNLESS DIRECTLY CAUSED BY FIRE, STRANDING, SINKING OR COLLISION OF THE VESSEL OR COLLISION OR OVERTURN OF TRANSPORTING LAND CONVEYANCE. EXCLUDING SUCH ITEMS PACKED BY PROFESSIONAL PACKERS.
5. LOSS OF CASH, COINS, BILLS, BANKNOTES, COMMERCIAL PAPERS, PERSONAL CHECKS, MONEY ORDERS, DOCUMENTS, TRAVELLER'S CHECKS, TRAVELLING TICKETS, STAMPS, MANUSCRIPTS, FILM, EYE GLASSES AND ITEMS WHICH DERIVE THEIR VALUE FROM THEIR ARTISTIC OR COLLECTABLE

NATURE. LIQUOR AND BEVERAGES, FOOD OF ALL SORTS, JEWELLERY, CAMERAS AND CAMERA ACCESSORIES, COMMERCIAL SHIPMENT.

6. SCRATCHING, CHIPPING AND PEELING OFF OF PAINT OR PAINTINGS AND OTHER FINE ART OBJECTS SPECIFICALLY EXCLUDED.

PRE-CONDITIONS TO CLAIM:-

INSURED OR HIS AGENTS MUST :

1. CLAIM ON THE CARRIERS AND PORT AUTHORITIES AND INLAND CARRIERS FOR ANY MISSING OR DAMAGED ITEMS.
2. APPLY IMMEDIATELY FOR SURVEY IN THE DOCKS BY CARRIER'S REPRESENTATIVE IF ANY LOSS OR DAMAGE BY APPARENT AND CLAIM ON THE CARRIERS FOR ANY ACTUAL LOSS OR DAMAGE FOUND AT SUCH SURVEY.
3. WHEN GOODS ARE IN DOUBTFUL CONDITION, IN NO CIRCUMSTANCES GIVE CLEAN RECEIPTS BUT ONLY UNDER WRITTEN PROTEST.
4. GIVE NOTICE IN WRITING TO THE CARRIER'S REPRESENTATIVE, PORT AUTHORITIES AND INLAND CARRIERS RESPECTIVELY WITHIN THREE DAYS OF DELIVERY IF THE LOSS OR DAMAGE WAS NOT APPARENT AT TIME OF TAKING DELIVERY.
5. GIVE IMMEDIATE NOTICE TO INSURER, NOT LATE THAN 15 DAYS AFTER ARRIVAL OF THE CONSIGNMENT AT DECLARED DESTINATION, TOGETHER WITH ALL SUPPORTING DOCUMENTS, INCLUDING ORIGINAL INSURANCE CERTIFICATE.
6. DAMAGED OR BROKEN ITEMS MUST BE KEPT IN THEIR ORIGINAL PACKING AND PRESENTED TO THE SURVEYOR ON DEMAND. NO DAMAGES MAY BE REPAIRED WITHOUT INSURER'S AUTHORIZATION AND ANY UNAUTHORIZED REPAIRS ARE ENTIRELY AT INSURED'S RISK AND EXPENSE.

ALL CORRESPONDENCE WITH CARRIERS REGARDING THEIR LIABILITY SHOULD BE FORWARDED, WHEN SUBMITTING ANY CLAIM TO

ISHLAV INSURANCE AGENCY LTD.,
P.O.BOX 14045, TEL-AVIV 61140
TEL: 03-6882211 FAX: 03-6884420

PAYMENT OF CLAIMS

SUBJECT TO ALL THE TERMS AND CONDITIONS HEREIN, IT IS EXPRESSLY AGREED THAT HAVING REGARD TO THE FOREIGN CURRENCY PREMIUM CLAUSE AND THE COST OF LIVING IN ISRAEL, CLAIMS IF ANY, WILL BE PAID AS FOLLOWS:-

- 1st. DAMAGED ITEMS WHICH INSURERS ELECT TO HAVE REPAIRED OR TO PAY CASH FOR SUCH REPAIRS TO BE EFFECTED BY THE INSURED, TO BE PAID IN ISRAELI CURRENCY ONLY UP TO AND NOT EXCEEDING THE AMOUNT AS PER APPROVED ESTIMATE WITHOUT REFERENCE TO ACTUAL PAYMENT.
- 2nd. ANY LOSSES WHICH INSURERS ELECT TO PAY CASH IN RESPECT THEREOF TO BE PAID IN US DOLLARS OR IN ISRAELI CURRENCY AT THE

OFFICIAL EXCHANGE RATE IN FORCE ON THE DATE OF THE ACTUAL PAYMENT.

- 3rd. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS HEREBY DECLARED AND AGREED THAT IN CASE OF A CLAIM ARISING IN RESPECT OF ALL OR ANY ITEM OR ITEMS APPEARING ON THE INVENTORY LIST, THE VALUE REFLECTED AGAINST SUCH ITEM OR ITEMS SHALL NOT BE REGARDED AS AN AGREED VALUE BETWEEN THE INSURED AND THE INSURER, NOTWITHSTANDING THAT A CERTIFICATE OF INSURANCE HAS BEEN ISSUED IN RESPECT OF THE TOTAL AMOUNT OR AMOUNTS OF SUCH INVENTORY LIST.
- THE ACTUAL VALUE AND AMOUNT RECOVERABLE IN RESPECT OF EACH AND THE INSURER - THE MAXIMUM AMOUNT RECOVERABLE BEING THE SUM INSURED OR THE REPLACEMENT VALUE IN ISRAEL WHICHEVER IS THE LOWER.

IMPORTANT NOTICE TO THE INSURED:

THE ATTENTION OF THE INSURED &/OR CARGO RECEIVERS IS DRAWN HEREBY TO THE CONDITION OF THE INSURANCE WHEREBY THEY ARE REQUIRED, TO ACT ALL TIMES WITH REASONABLE DESPATCH IN ALL MATTERS CONCERNING THE HANDLING OF THE GOODS INSURED.

THEY ARE SPECIFICALLY REQUESTED:

1. TO CLEAR THE GOODS FROM CUSTOMS WITHOUT DELAY, AND EVEN BEFORE ARRIVAL OF THE VESSEL MAKE ALL NECESSARY ARRANGEMENTS FOR TAKING DELIVERY OF THE GOODS INSURED.
- IN THIS CASE, IMMEDIATE NOTICE TO INSURER AND/OR INSURANCE AGENT IS REQUIRED IN ORDER TO PRESERVE INSURERS RIGHTS AGAINST PORT AUTHORITIES.
2. TO TAKE ALL POSSIBLE PRECAUTIONS WITH A VIEW TO AVOIDING ANY DAMAGE OR LOSS AND PREVENTING THE AGGRAVATION OF DAMAGE OR LOSS ALREADY SUSTAINED.
 3. TO CO-OPERATE WITH THE SURVEYOR OF THE INSURANCE COMPANY FOR IMMEDIATE DEALING WITH THE DAMAGE AND/OR LOSS.

ANY DELAY IN TAKING DELIVERY OF THE GOODS FOR REASONS WHICH COULD BE FORESEEN AND WITHIN THE CONTROL OF THE INSURED OR THEIR REPRESENTATIVES, SHALL NOT BE DEEMED JUSTIFIED DELAY AND MAY PREJUDICE THE CLAIM FOR A SUSTAINED DAMAGE AND/OR LOSS.

THE INSURED WILL ALWAYS ACT AS IF HE WERE UNINSURED.

ANTIQUE AND SECOND HAND FURNITURE CLAUSE

IN RESPECT OF CLAIMS FOR REPAIRABLE DAMAGE, THE COMPANY WILL INDEMNIFY THE INSURED FOR THE COST OF REPAIRS, BUT NOT FOR ANY DEPRECIATION ARISING OF SUCH DAMAGE OR REPAIRS.

INSTITUTE REPLACEMENT CLAUSE

IN THE EVENT OF LOSS OR DAMAGE TO ANY PART OR PARTS OF AN INSURED MACHINE CAUSED BY A PERIL COVERED BY THE POLICY, THE SUM RECOVERABLE SHALL NOT EXCEED THE COST OF REPLACEMENT OR REPAIR OF SUCH PART OR PARTS PLUS CHARGES FOR FORWARDING AND RELIFTING. IF INCURRED, BUT EXCLUDING DUTY UNLESS THE FULL DUTY IS INCLUDED IN THE AMOUNT INSURED, 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 UNDERWRITERS EXCEED INSURED VALUE OF THE COMPLETE MACHINE.

NON CONTRIBUTION CLAUSE

THE INSURANCE UNDER THIS SECTION DOES NOT COVER ANY LOSS OR DAMAGE WHICH AT THE TIME OF THE HAPPENING OF SUCH LOSS OR DAMAGE, IS INSURED BY OR WOULD, BUT FOR THE EXISTANCE OF THIS POLICY, BE INSURED BY ANY OTHER EXISTING POLICY OR POLICIES, EXCEPT IN RESPECT OF ANY EXCESS BEYOND THE AMOUNT WHICH WOULD HAVE BEEN PAYABLE UNDER SUCH OTHER POLICY OR POLICIES HAD THIS INSURANCE NOT HAVE BEEN EFFECTED.

JURISDICTION AND LAW

THIS INSURANCE SHALL BE EXCLUSIVELY GOVERNED BY ENGLISH LAW AND SUPPLEMENTARY PRACTICE AND CUSTOMS. THE COURTS OF LAW IN THE STATE OF ISRAEL SHALL HAVE EXCLUSIVE JURISDICTION OF ALL DISPUTES ARISING UNDER THIS POLICY, TO THE EXCLUSION OF THE JURISDICTION OF THE COURT OF ANY OTHER COUNTRY.

THIS POLICY WILL BE INTERPRETED ACCORDING TO ENGLISH LAW, CUSTOM AND USAGE.

INTERPRETATION CLAUSE

THIS POLICY WILL BE INTERPRETED ACCORDING TO ENGLISH LAW, CUSTOM AND USAGE.