

# CARGO INSURANCE REQUEST FORM

As an added service to our valuable customers, we are proud to offer cargo insurance on your behalf. This coverage is provided by Roanoke Trade Services, Inc. Choosing selections below will allow us to service your account more effectively. If you have any questions before making your decision, please contact our office for an explanation of this important coverage and its advantages.

- Yes, I would like cargo insurance provided on my shipment(s).
- I understand that cargo insurance is available, but I do not need it provided for me.
- Please send me more information regarding cargo insurance.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Company \_\_\_\_\_ Date \_\_\_\_\_

**Prior to making your cargo insurance decision, Page & Jones, Inc. would like you to read the following information which summarizes the liability limitations which are standard in the transportation industry and your option to insure your goods.**

- **Indirect Air Carrier's Legal Liability**

The Warsaw Convention governs the limits of liability for international carriers. An international air carrier's liability for damage or loss of cargo is limited to \$9.07 per lb. (or \$20.00 per kilo) of the cargo's gross weight. When moving your goods on a No Value Declared (NVD) or Value Declared for Carriage (VDC) basis you are **NOT PURCHASING ANY TYPE OF INSURANCE COVERAGE** for loss or damage to your goods. You are simply accepting or increasing the dollar amount of the carrier's liability. This will not increase the things for which the carrier is liable.

When a loss occurs on a NVD or VDC basis, it is **ONLY** recoverable if you can prove that the loss was a direct result of the carrier's negligence. Therefore, when loss result from other causes (e.g. natural disaster, robbery), there would be no recovery under NVD or VDC.

- **NVOCC Legal Liability**

The Hague/COGSA Act governs the limits of Liability for Non-Vessel Operating Common Carriers. COGSA (The Carriage of Goods by Sea Act) limits vessel owner's liability to \$500 per shipping unit.

Similar to Indirect Air Carrier's Legal Liability, NVOCC liability is **NOT INSURANCE COVERAGE FOR YOU**. You still must provide proof the loss was a direct result of the carrier's negligence in order to recover a loss. Therefore, when loss results from other causes (i.e. natural disaster, robbery), there would be no recovery. Also, if you declare a value on the bill of lading you are only increasing the dollar amount of the carrier's liability, not the things the carrier is liable for.

- **Warehouseman/Motor Carriers Liability**

The responsibility of warehouseman is that of reasonable care and diligence as required by law. However, warehouseman are not responsible for loss or damage due to acts of God and may also not be liable for other occurrences such as fire. To protect your financial interest against these and other losses for which the warehouseman is not responsible, you should purchase All-Risk insurance.

Although the truckers standard of care is higher than that of other commercial bailees, you may not be able to recover the full amount of an incurred loss. For example, **YOU MAY NOT BE ABLE TO RECOVER A LOSS** which exceeds the minimum liability coverage the trucker carries if the loss is a result of one of five common law defenses, such as an act of God.

- **Insurance**

The best way to protect your financial interests in your cargo is to insure All-Risk. This relieves you of financial exposure from physical loss or damage to your goods in transit. It basically insures the cargo against all risks of physical loss or damage from external causes subject to specific policy terms, conditions and exclusions. This coverage applies to ocean, air and truck shipments.