# Policy Summary: Route App, Inc.

The below listed information is only a summary<sup>\*</sup> of the full Marine Open Cargo Policy written for the account of Route App, Inc. which is effective from January 1, 2021 – January 1, 2022. Coverage is secured via Artex Risk Solutions through Seg Insurance Ltd. and policy number 21-1. All Insurance coverage is subject to the full terms and conditions of the policy.

\*This summary is provided as a matter of information only and confers no legal or contractual rights upon the recipient. This summary does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policy referenced herein.

# **General Conditions**

#### Coverage

New lawful and approved goods are insured against "All-Risk" of physical loss or damage from any external cause.

#### Limits of Liability

\$250,000	Any one vessel or conveyance per any one account of the Assured, except that in the following cases, this insurance shall not cover more than:
\$5,000	Any one package or shipment;
\$2,500	Any one package or shipment containing a laptop or tablet computer, mobile / smart phone or watch

#### Transit

This insurance attaches from the time the goods insured commence transit and/or are located anywhere incidental to transit and continues during the ordinary course of transit until transportation terminates at final destination or the Assured's interest ceases, whichever occurs first.

## **Geographical Limits**

To and from ports and or places in the World to ports and or places in the World with privilege of transshipment by land and/or water; however, shipments to/from **Afghanistan**, **Iran**, **Iraq**, **Somalia**, **Sudan** and truck/rail shipments to/from/within **Mexico** other than as a connecting conveyance are excluded entirely. Also including domestic shipments within the United States and/or Canada. All other domestic shipments are excluded unless specifically endorsed hereon.

Regardless of the Duration of Risk clauses found elsewhere in this Policy, coverage for shipments to Haiti, Nigeria, Pakistan, and the Commonwealth of Independent States (CIS) ceases upon discharge from the ocean vessel or aircraft.

The CIS presently includes Armenia, Azerbaijan, Belarus, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

#### Special Commodity Insuring Conditions

• FROZEN FOODS (except frozen beef and pork) are insured against "All Risks" of physical loss or damage from any external cause except for the exclusions listed below, and further excluding gradual deterioration. It is however, agreed that while the goods insured are under refrigeration, this insurance is extended to cover loss, damage or deterioration due to, or caused by derangement, breakdown or stoppage of refrigerating machinery or refrigerating plant or insulation provided such derangement, breakdown, or stoppage continues for a period not less than twenty-four (24) consecutive hours.

Notwithstanding the provisions of the exclusions stated above, this insurance covers loss of or damage caused by the negligence of any third party who has possession or custody of or responsibility for the cargo insured hereunder during the time that this Policy is in force.

Warranted by the Assured that the interest insured hereunder is in sound condition at the time of the commencement of risk.

Frozen foods shipped by air are on application only.

 SERVER RACKS (WHEN CONTAINING COMPUTERS, SERVERS and/or ELECTRONIC COMPONENTS) are insured against "All Risks" of physical loss or damage from any external cause, except for the exclusions listed below. However, each claim shall be subject to a deductible of ten percent (10%) of the total insured value (subject to a minimum deductible of \$5,000).

Claims for damage and/or breakage shall be excluded entirely unless the server racks are packed and shipped in wood crates.

- **USED GOODS** are insured subject to FPA terms. Subject to an additional premium, coverage may be extended to include theft and/or non-delivery of an entire shipment.
- WINES, LIQUORS, BEERS and SIMILAR SPIRITS are insured against "All Risks" of physical loss or damage from any external cause, except for the exclusions listed below. However, claims for pilferage and breakage shall be subject to a deductible of one percent (1%) of the total insured value (subject to a minimum deductible of \$250).
- LAPTOP, TABLET COMPUTERS, MOBILE/SMART PHONES OR WATCHES are insured against "All Risks" of physical loss or damage from any external cause, except for the exclusions listed below. However, the limit of liability for any one shipment shall not exceed \$2,500.
- SHIPMENTS OF FROZEN BEEF & PORK are insured against "All Risks" of physical loss or damage from any external cause, except for the exclusions listed below; coverage also shall exclude decay, spoilage and/or deterioration unless the assured can demonstrate that such damage was directly caused by the burning, crashing or collision of the carrying conveyance.

## **Excluded Commodities**

Automobiles and Motorcycles	Glass windows, plate glass and similar goods
Bagged Goods	Jewelry (valued in excess of \$1,500)
Boats & Yachts	Live Animals
Cash	Lumber
Ceramic, marble or granite tiles, slab blocks,	Negotiable Papers
countertops or statues	
Cigarettes and Other Tobacco Products	Perishable Commodities
Computer memory modules & Cards	Pharmaceutical Drugs
Raw Cotton	Precious Stones and Metals
Fine Arts (valued in excess of \$5,000 per piece)	Scrap Metal, Steel Metal and Steel Metal
	Products; Automotive Engines; General Used
	Automotive Merchandize Made of Metal
Flowers	Securities
Fresh foods (excepting frozen beef and pork in	Used Household Goods and Personal Effects
refrigerated containers)	

# **Claim Filing Requirements**

## Claims Reporting Time Frame(s)

It is understood and agreed that the following timelines for claims transmittal must be adhered to in order for a claim to be processed:

- Claims for packages presumed to be lost by the carrier, where the status is "not delivered" must be filed no sooner than 7 days after the scheduled delivery date for domestic shipments (and 20 days for international shipments), but not later than 30 days from the date the shipment was originally scheduled to be delivered.
- All other claims for loss or damage should be filed as soon as discovered but in no event later than 60 days from the purchase date.
- Claims for packages marked by the carrier as "delivered" yet not received by the customer must be filed within 5 days from the date and time shown by carrier as delivered. Underwriters reserve the right to require proof of either a copy of a police report showing report of theft or security video recording showing evidence of theft.

# **General Coverage Exclusions**

This coverage does not insure against any loss, damage or expense attributable to or caused by:

- 1. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods insured;
- 2. Willful misconduct, infidelity, conversion or dishonest acts of the Assured, or the Assured's employees, whether committed alone or in collusion with others;
- 3. Rust, oxidation or discoloration on unpacked and/or unprotected cargo;
- 4. Loss of market or loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise;
- 5. Inherent vice or nature of the goods insured;
- 6. Insolvency or financial default of the owners, managers, charterers, or operators of the vessel where, at the time of loading of the goods insured on board the vessel, the Assured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the goods insured in good faith under a binding contract.
- 7. Insufficiency or unsuitability of packing or preparation of the goods insured to withstand the ordinary incidents of the insured transit, but only where such packing or preparation is carried out by the party presenting the claim for payment, or its employees, prior to the attachment of this insurance (for purposes of this clause, "packing" shall be deemed to include stowage in a container, and "employees" shall not include independent contractors).

Where a loss results from improper packing, but the claim is covered because the packing was not performed by the party presenting the claim for payment or its employees, it is the duty of the Assured to assist Underwriters in recovery efforts against responsible parties. It is further understood that no future claims shall be recoverable under this Policy which arise from improper packing performed by the same person or entity unless additional shipment(s) have already departed from the same shipper when improper packing is first discovered.

- 8. Electrical, electronic and/or mechanical derangement unless the Assured is able to demonstrate that such damage is the result of a peril insured against;
- 9. Shipments on chartered vessels that are not classed A1 American Record or equivalent by a member of the International Association of Classification Societies; chartered vessels over 40 years of age; vessels on break-up voyages; chartered barges; vessels built for service on the Great Lakes; vessels built solely for Military or Naval Service; or vessels built for carriage of dry bulk or liquid bulk cargoes, and which are more than 20 years of age;
- 10. Any accident occurring while rolling stock (railroad car) cargo is being driven under its own power or being towed on its own wheels, except during loading and unloading and positioning by the steamship line.

## Sanctions Limitation & Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **Contact Information**

Initial Claim Reporting https://claims.route.com

Claim Pre-Screening Process Support https://help.route.com/hc/en-us

All insurance coverage is subject to the full terms, conditions and wording of Marine Cargo Policy Number 21-1 in the name of Route App, Inc.