

## NOTICE: INSURER & BROKER INFORMATION

This coverage is arranged by Orange Marmalade, Inc for the benefit of its customers. You acknowledge that the insurance program and coverage described below is brokered and administered by Meslee Insurance Services, Inc. dba Cabrella Shipping Insurance Intelligence (CA Department of Insurance License Number OB86528) with principal office located at 7164 Melrose Avenue, Los Angeles, CA 90046.

You also acknowledge that the insurance coverage is being purchased by [AXA Corporate Solutions Assurance](#) and that AXA Corporate Solutions Assurance is a "non-admitted" or "surplus lines" insurer. As such, you are notified of the following:

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE [WWW.INSURANCE.CA.GOV](http://WWW.INSURANCE.CA.GOV). ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT [WWW.NAIC.ORG](http://WWW.NAIC.ORG).
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: [WWW.INSURANCE.CA.GOV](http://WWW.INSURANCE.CA.GOV).

## CABRELLA STANDARD CERTIFICATE HOLDER AGREEMENT

**This document describes some pertinent features of the insurance coverage for the parcel insurance plan being purchased. For a full copy of policy wording, please contact us.**

All parcels covered by this program will be shipped in strict accordance with all regulations of the Carrier. Coverage is only provided for shipments through commercial parcel companies, namely Federal Express, UPS, DHL & United States Postal Service (USPS) unless otherwise agreed by Cabrella. International coverage is also included for all carriers; however, whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions, such coverage shall be null and void. Please see list of excluded countries in document below.

For a package to be covered, the shipping carrier must have verified acceptance of your package for mailing. This is found on the respective tracking websites of the shipping carriers. If a shipping label is printed but not scanned by the carrier as accepted it is deemed as never been mailed and there is no coverage.

All packages with value equal to \$500.00 or more must be sent with the direct or adult Signature Confirmation Service provided by the Carrier (must be signed for at delivery). This service is available by most Carriers often at an additional expense to their core shipping service and is commonly included in base pricing for business to business shipments.

In order to recover under this insurance, the insured must have an insurable interest in the subject-matter insured at the time of the loss.

### **SUMMARY OF INSURANCE WORDING:**

#### **PROPERTY INSURED**

The property insured is principally, but not limited to cash and or Jewelry and/or valuable papers and all other interest in relation to the Insured's business.

#### **WHERE COVERED**

From time of leaving premises of sender, until delivered to the premises of the consignee and signed for by the recipient or as declared.

It is understood and agreed that in cases where the interest insured is addressed to Post Box addresses, this Contract extends to cover such interest whilst in transit from the Post Box addresses until finally delivered to the premises of the consignee and signed for by the recipient.

In the case of drop ship transactions, it is noted and agreed that cover attaches from the time such property leaves the shipping location named in the certificate until safely delivered to its intended final destination.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Contract includes transit from the sender's premises and to the consignee's premises on route to or from the post office or airways office and transit to or from and whilst on the premises of any Government department or official or semi-official body or organization or any other organization, firm or person, through which the insured interest has to pass by virtue of any regulation or trade custom; such transit may be in charge of the sender or the consignee or the Insured or the servants, agents or brokers of the latter three, or any person or firm or official charged with such transits.

- **Territorial Exclusion for Sanctioned Countries:** Shipments sent to the following Sanctioned Countries are excluded: Iran, Syria, Sudan, North Korea, Russia, Ukraine, Crimea, Cuba, Belarus, South Sudan, Democratic Republic of Congo, Somalia, Zimbabwe.

## **RATING AND COVERAGE LIMITS**

This insurance covers up to a maximum limit of \$2,500.00 USD per package. **Packages shipped via envelopes, padded pak or any other non rigid material are limited to \$500.00 per package.**

## **VALUATION**

It is understood and agreed that in the event of a recoverable loss, settlement will be made by underwriters as per the declared value per the memorandum documentation, invoice or other documents proving value, as may be applicable.

## **EXCLUSIONS**

**The following important clauses, exclusions and Terms and Conditions are intended as a summary. For full policy wording, please contact Cabrella:**

This policy covers against all risks of physical loss and/or damage of whatsoever nature subject to exclusions and conditions as set forth in master policy including but not limited to:

1. Loss or damage by theft or dishonesty or deception committed by the Insured or any servant, traveler or messenger in the exclusive employment of the Insured
2. Loss of or damage to property occurring through the operation of a peril against which, at the date of the happening of such loss or damage, the Insured has effected separate insurance irrespective of whether or not such other insurance is liable to or does not meet such loss.
3. Electrical, Electronic and/or Mechanical Derangement of any kind, excluded, including loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other serial devices travelling at sonic or supersonic speeds.
4. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. Shipper and Recipient Disputes: Coverage is excluded for packages that are marked as delivered by carrier and simultaneously being disputed by recipient as not received. This exclusion applies for all packages when signature confirmation is not elected by the shipper.
6. Mysterious Disappearance, excluding property that is missing, but there is no physical evidence to show what happened to it. Ex: such as a shortage disclosed on taking inventory.
7. Damage suffered as a result of inadequately or unprofessionally packaged merchandise.
8. Loss or damage caused by or resulting from confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
9. Incorrect Labeling: Loss, damage, shortage, or non-arrival of any parcel and its contents which is addressed incorrectly.
10. Loss, damage, shortage, or non-arrival of any parcel and its contents when it bears a descriptive label or packaging which describes, or alludes to, the nature of the contents. This includes the manufacturer packaging. International shipments that contain customs declarations are NOT excluded from coverage.
  - For precious commodities, labels shall not make reference to the precious commodities such as gold, diamonds, jewelry, gems, silver, cash or any other word that references contents and value. (For example, if shipping from (or to) Henry's Jewelry Store, shipper or recipient name should read as "Henry's JS", "HJS", or some other abbreviated version excluding the word "jewelry"). This condition shall not apply if a declaration of value or contents must be made to customs or if statutory regulations require otherwise.
11. C.O.D.: Cash on delivery shipments are covered, however cover will not extend to include the returned cash/consideration following delivery of parcel nor will coverage be in place for loss of or damage to goods when sent C.O.D. with the privilege of inspection by the consignee before delivery

**ADDITIONAL CONDITIONS & CLAUSES INCLUDE BUT ARE NOT LIMITED TO:**

- SUBROGATION CLAUSE
- SUE AND LABOR CLAUSE
- LIMITATION OF SUIT CLAUSE
- OTHER INSURANCE (CLAUSE)
- PAIRS AND SETS CLAUSE
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL 370.
- Electronic Data Recognition Exclusion (EDRE) NMA 2802 or as may be agreed by the Leading Underwriter each declaration
- NMA 2920 Terrorism Exclusion and NMA2921 Terrorism Exclusion RI as per LMA / NMA approved forms
- US Terrorism Risk Insurance Act of 2002 as amended New and Renewal Business Endorsement LMA 5091
- US Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5092
- Service of Suit Clause LMA 5028 or NMA1998 Naming Mendes and Mount New York as applicable each declaration as per LMA / NMA approved forms
- SEVERAL LIABILITY NOTICE:LSW1001 (Insurance)

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

By purchasing this coverage, I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

## **BROKER CLAIM REQUIREMENTS & ADDITIONAL INFORMATION:**

All packaging material and damaged goods must be kept in the original form as received. Packaging and damaged goods should not be disposed of or released to the carrier before a claim is completed. Failure to comply may result in the denial of the claim due to insufficient evidence. In all applicable cases, Cabrella will rely on the determination of responsibility made by the original Carrier to assist in substantiating the loss. Any damage to a parcel that was not repaired must be made available to us or Cabrella, if requested.

### **CLAIM PROCEDURE:**

In case of loss or damage to the covered parcel, the following must be protocol must be followed:

1. Clients must file immediate notice of claim with Orange Marmalade via <https://orangemailer.freshdesk.com/support/home>
2. The recipient must note issues on the delivery receipt when any loss or damage is apparent at the time of delivery.
3. The client will provide Orange Marmalade all required documents within sixty (60) calendar days from the date of shipment.
4. At the very least, a complete claim submission must include a copy of the carrier's tracer form and a copy of the invoice or recent appraisal. Depending on claim circumstances, additional documentation and/or photos may be required and may include photos of damaged goods and packaging, a repair estimate, a claim statement signed by the recipient (or intended recipient), and any other documentation requested. Failure to complete the claim form and follow all claim instructions could lead to non-settlement of claim.

### **WAITING PERIOD FOR CLAIMS OF LOSS:**

- USPS: If the shipment is sent by the United States Postal Service (USPS) and is for loss, Orange Marmalade, Inc. will wait thirty (30) calendar days before continuing with loss adjustment.
- For all shipments, complete claims must be submitted and received within sixty (60) calendar days of the shipment date.