



Thank you for shipping with Rohlig USA, LLC (Rohlig). We appreciate your business and want to provide the highest quality service at all times. Please be assured that while every effort is made to ensure safe delivery of your goods, sometimes loss and/or damage does occur.

### Rohlig’s role and what you will recover should a loss occur

#### Shipping by Ocean

While Rohlig arranges for the transportation of your goods, by law, it is the carrier who bears responsibility for loss or damage to your freight. The carrier’s liability for freight moving over the ocean is governed by the Carriage of Goods by Sea Act (COGSA). Under the terms of COGSA, the most you could recover from shipping lines in the event they are proven negligent is \$500 for each customary freight unit (CFU). Measurement of the CFU is widely defined, and it can vary from one container to one pallet.

COGSA is centered on the liability of the carrier. At the heart of the concept of carrier liability is the idea that the carrier is not responsible for paying claims if they did not cause or contribute to the loss. In the event that Rohlig acts as an NVOCC and assumes carrier liability, recovery in the event of a claim is still limited by COGSA in the bill of lading terms and conditions.

In an effort to better define carrier liability, Hague-Visby rules were created to define 17 circumstances under which the carrier cannot be held liable. If a loss is caused by any one of the following defenses; the ocean carrier will not pay for any part of the loss.

- Fire
- Perils or dangers of the sea (storms etc.)
- Act of God
- Act of War
- Act of public enemies
- Arrest, restraint or seizure
- Defects not discoverable by due diligence
- Any neglect default of error of the carrier in navigation or of management of the ship
- Acts or omissions of the shipper or owner
- Strikes, lockouts or labor shortage
- Riots or civil commotions
- Inherent defect, quality or vice of the goods
- Attempting to save life or property at sea
- Insufficient packing
- Quarantine restrictions

#### Shipping by Air

Air carriers limit their liability in a similar fashion as ocean carriers. Under the Montreal Convention, carriers will pay 22 SDRs (about \$30) per kilogram only if it can be proven they were negligent. Once again, the burden of proof is on the shipper, and it is often difficult to prove that the carrier was at fault.

#### How Can You Protect Yourself?

“All Risk” Shipper’s Interest Coverage provides the owner of the cargo with coverage for direct physical loss or damage to the cargo without the need to prove liability. If a loss occurs; you will be paid directly and any recovery possible from the carrier will be handled by our subrogation specialists.

#### Advantages of Insuring Your Cargo Through Rohlig’s Policy

- Covered Losses are paid without the need to prove carrier negligence. After your loss is paid, we work with the carriers to ensure your historical losses are minimized.
- No need to demonstrate where the loss occurred
- Claim payments based on insured value, not weight of pieces missing/damaged or Carrier’s limited liability
- Rohlig will report and handle claims on your behalf

#### Please tell us how you would like to proceed

- I wish to insure this shipment. Please contact me to discuss my options.
- I do not wish to insure this shipment and I understand that my recovery will be limited in the event of loss.

Signature

Printed Name

Title

Date

*This summary provided for informational purposes. It does not grant or extend coverage. All coverage is governed by the terms and conditions set forth in the policy (text available upon request). Rohlig is not the insurance company. Rohlig purchases insurance for its clients from ProSight Insurance Company. Rohlig’s liability is dictated by its Terms and Conditions of Service, copy available upon request.*



## COMPREHENSIVE CARGO INSURANCE

Thank you for shipping with Röhlig USA. We appreciate your business and want to provide the highest quality service at all times. An integral component of our services to you is to explain the need to insure cargo in transit. Please be assured that while every effort is made to ensure the safe delivery of your goods, sometimes loss and/or damage does occur. Therefore, we strongly encourage you to purchase [shipper's interest cargo insurance](#) to protect your financial interest.

Based on our shipping volume, we can provide you with comprehensive coverage, and when insurance is obtained through us, we report and handle all claims on your behalf. We have a broad, open policy that allows us to insure most items to most destinations without prior approval.

Details of our cargo policy are listed below for your reference. If an item is excluded or restricted, this simply means specific conditions must be noted on the insurance certificate or prior approval is needed from the insurer. Röhlig USA coordinates all of this on your behalf.

### EXCLUDED COMMODITIES *The following commodities will require prior approval from our insurer:*

Airplanes (Unboxed)	Currency, Stamps	Live Animals, Plants
Asbestos Tiles	Dangerous Goods (red label)	Marble Blocks/ Furniture/Tiles
Bank Notes	Eggs in the shell	Nuclear Fuels
Bulk Commodities	Explosives/Flammables	Paper in Rolls/Newsprint
Cellular Phones	Fruits/Meats/Seafood/Vegetables (fresh)	Perishables
Cement, Fertilizer, Fishmeal	Furs/Valuables	Plasma TVs
Cigarettes/Tobacco Related Products	Gems and Precious Stones	Valuable Papers, Stamps
Computer Laptops/Palm Pilots	Gold, Silver, Precious Metals	Watches over \$75 per Watch
Computer Memory Chips/Boards	Jewelry of Value (other than costume)	

\*Commodities denoted with an asterisk (\*) can be insured subject to terms in the Special Conditions section.

### RESTRICTED COMMODITIES *Subject to special conditions to be noted on the certificate of insurance.*

- **Alcoholic Beverages (Beers, Liquors, Wines, and Similar Spirits):** "All-Risk," excluding F.C. & S. and S.R. & C.C. Claims for pilferage and breakage, 1% deductible, \$250 minimum.
- **Antiques/Artwork (excluding HHG/PE are insured):** "All-Risk," excluding F. C. & S. and S.R. & C.C., 5% deductible, \$250 minimum. Warranted professionally packed and proof of valuation (i.e., commercial invoice or appraisal). Maximum \$50,000.
- **Autos and Motorcycles, Not More than 12 Years Old are insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C., 3% deductible, \$250 minimum. Deductible shall not apply to claims for Total Loss, Constructive Total loss, General Average Salvage Charges or claims recoverable under FPA conditions. No coverage while the vehicle is being operated under its own power, except for loading and unloading. Automobiles and Motorcycles in excess of 1-year-old are subject to a pre-shipment survey.
- **Automobiles And Motorcycles In Excess Of 12 Years Old are insured:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress, as well as coverage for goods jettisoned and/or washed or lost overboard.
- **Bagged Goods are insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C. warranties, 3% deductible, \$250 minimum.
- **Boats &/Or Yachts (Containerized) Valued Under \$500,000 And Under Forty Feet In Length are insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C. warranties, 1% deductible, \$250 minimum. Deductible shall not apply to claims for Total Loss, Constructive Total Loss, General Average or Salvage Charges or claims recoverable under F.P.A. conditions.
- **Boats/Yachts (Non-Containerized) Or Boats/Yachts Exceeding \$500,000 In Value And/Or In Excess Of Forty Feet In Length Are Insured:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress. Covers goods jettisoned and/or washed or lost overboard.
- **Ceramic, Marble, Porcelain And Granite Tiles (But Excluding Blocks And Slabs) Are Insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C. warranties. Claims for breakage are subject to a 5% deductible of the total insured value, minimum of \$250. This deductible shall not apply to claims for Total Loss, General Average or Salvage Charges or claims recoverable under FPA.
  - o **Blocks And Slabs are Insured:** FPA unless the vessel be stranded, sunk or burnt, but includes any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of the cargo at port of distress.
- **Chinaware, Glassware And Other Similar Fragile Articles (But Excluding Windows And Plate Glass) Are Insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C. warranties. Claims for breakage are subject to a 5% deductible of the total insured value, minimum of \$250. This deductible shall not apply to claims for Total Loss, General Average or Salvage Charges or claims recoverable under FPA.
- **HHG/PE (including Artwork and Antiques if part of HHG Shipment):** "All-Risk," excluding F.C. & S. and S.R. & C.C., 3% deductible, \$250 minimum. Deductible does not apply to claims for Total Loss or Constructive Total loss, General Average or Salvage Charges or claims recoverable under FPA conditions. Warranted that fragile articles (such as glass, china, marble and earthenware) are limited to 15% of the total insured value. Warranted that shipments of HHG/PE are professionally packed and a valued itemized inventory is available prior to shipment. Warranted that no single item of artwork or antique is valued at more than \$10,000. If not professionally packed or itemized, coverage is limited to FPA with option to extend coverage to WA including theft, pilferage, and non-delivery at additional rates.
- **Iron, Steel and Steel Products Are Insured:** "All-Risk," excluding F.C. & S. and S.R. & C.C. Coverage to exclude the risks of rust, oxidation, and discoloration. Coverage for non-crated pipe, tube, rods, beams or similar merchandise to further exclude the risks of bending, twisting, and end damage.
- **Lumber is insured: On Deck Shipments:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress, as well as coverage for goods jettisoned and/or washed or lost overboard. **Under Deck Shipments:** "All-Risk," excluding F.C. & S. and S.R. & C.C. warranties, 2% deductible, \$250 minimum. Deductible does not apply to claims for Total Loss, Constructive Total Loss, General Average or Salvage Charges or claims recoverable under F.P.A. conditions. Subject matter insured or any part or item thereof stowed in poop, forecabin, deck house, shelter deck, other enclosed space, or in a container shall be deemed to be subject matter stowed under deck.
- **On-Deck Bill of Lading are insured:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress, as well as coverage for goods jettisoned and/or washed or lost overboard. Notwithstanding the foregoing, merchandise and/or goods shipped on deck under an under deck Bill of Lading, without the knowledge and consent of the shipper, shall be treated as under deck cargo and insured as per sub-division (a) of the Average Terms.



- **Refrigerated Goods are insured:** "All-Risk," excluding F. C. & S. and S.R. & C.C., excluding loss or damage from inherent vice and/or gradual deterioration. Insurance covers loss, damage or deterioration caused by derangement, breakdown or stoppage of refrigerating machinery or refrigerating plant or insulation provided it continues for a period not less than 24 consecutive hours. Coverage is extended to cover loss or damage caused by the negligence of any person who has possession or custody of, or responsibility for, the cargo insured hereunder during the time that this insurance is in force. Warranted by the Assured that the interest insured hereunder is in sound condition at the time of the commencement of risk. Warranted that a Ryan recorder or similar temperature recording device shall be used in each and every refrigerated container used to transport the covered goods.
- **Scrap Metal is insured:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress, as well as coverage for goods jettisoned and/or washed or lost overboard. However, no coverage whatsoever shall be provided for the following: a) bearings, turnings, engine blocks and/or oil covered scrap. b) shipments exceeding \$500,000 per any one conveyance. c) shipments made on vessels for break-up voyage.
- **Used Goods:** "All-Risk," excluding F. C. & S. and S.R. & C.C. Excluding mechanical and/or electrical and/or electronic derangement, unless there is evidence of external damage to the insured item or its packing. Also excluding loss or damage due to wear, tear, gradual deterioration and climactic and/or atmosphere conditions and/or extremes of temperature. Also excluding breakage, scratching, denting, chipping, staining, and/or cost of repainting. Also excluding rust, oxidation, and/or discoloration.
- **Windows, Plate Glass, Mirrors and Similar Merchandise, properly packed for export are insured:** FPA unless the vessel or craft be stranded, sunk or burnt, but includes fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress, as well as coverage for goods jettisoned and/or washed or lost overboard.

## RESTRICTED COUNTRIES/DESTINATIONS

Please call Avalon for approval on shipments to/from the following unapproved destinations:

- Per AIMU guidelines at [www.aimu.org](http://www.aimu.org): Afghanistan, Algeria, Angola (Unita), Burma (Myanmar), Congo (Zaire), Cuba, Eritrea, Ethiopia, Iran, Iraq, Liberia, Libya, Mexico, Mongolia, Nigeria, North Korea, Sierra Leone, Somalia, Sudan, Syria, Yemen, Former Yugoslavia\*, Zimbabwe.
- **Also excluding** voyages to/from any U.S./U.N. embargoed countries per the Office of Foreign Assets Control (OFAC), subject to listings at [www.treas.gov/ofac](http://www.treas.gov/ofac): Balkans\*\*, Belarus, Burma, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Lebanon, Liberia, North Korea, Somalia, Sudan, Syria, Zimbabwe;
- **Also restricting CIS countries (Commonwealth of Independent States):** Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Venezuela.

\*FORMER YUGOSLAVIA: Slovenia, Croatia, Bosnia & Herzegovina, Serbia & Montenegro, Kosovo, Macedonia.

\*\*BALKANS: Albania, Bosnia & Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia.

## CONTACT US

We encourage you to take advantage of our Cargo Insurance program and make sure your goods are protected.

Please contact your local Rohlig USA representative for more information about this valuable coverage.

<p><b>Rohlig USA, LLC</b>  <a href="mailto:info.us@rohlig.com">info.us@rohlig.com</a></p>	<ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Chicago, IL</li> <li>• Cleveland, OH</li> <li>• Dallas, TX</li> </ul>	<ul style="list-style-type: none"> <li>• Detroit, MI</li> <li>• Houston, TX</li> <li>• Los Angeles, CA</li> <li>• Miami, FL</li> </ul>	<ul style="list-style-type: none"> <li>• Minneapolis, MN</li> <li>• New York, NY</li> <li>• San Francisco, CA</li> </ul>
---	---	--	--