



TERMS & CONDITIONS :

1. Against all risks from the time of collection/received by the Company until delivered to the consignees. Warranted that no liability shall attach for claims other than concealed breakage or damage following acceptance from the Company or its authorised representative at the destination against signature on consignment note unless exception be taken on such receipt
2. All items must be opened and examined upon receipt, The company shall no accept any liability for damages once only acknowledge by receiver.
3. In the event of damage item, which still can repair or replacement of damage parts. XpressCover will reimburse the damage cost or replacement value of such damage parts only
4. In the event of loss or damage to any part or parts of an covered machine caused by a peril covered by the contract the sum recoverable shall not exceed the cost of replacement or repair of such part of parts plus charges for forwarding and refitting, in incurred, but excluding duty unless the full duty is included in the amount covered, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that no case shall the liability exceed the covered value of the complete machine
5. In the event of loss or damage to any part of the interest covered caused by a peril covered by the contract the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part or parts as the covered value bears to the value of a new item plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount covered, 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 exceed the covered value of the complete item.
6. All items should pack in original manufacturer packing. Additional packing should impose for no brand & model disclose externally. They should be internal protection material for prevention of damage while delivery. This clause can be revised unless stated otherwise.
7. Coverage will only pay for repair & reprocessing cost on damaged items. The formula of damage claim used will be based on prevailing market price, market repair price & average clause claim rules. If damage shipment is beyond repair, total loss damage claim can be applied but it is to be decided by company & in accordance to authorized repair center quotation. All damaged items will be collected by Company for claim investigation purpose. In the case of normal repair cost claim applies, shipment will be returned to claimant upon completion of claim settlement. Whereas, in the case of total loss claim applies, Company has the right retain or owned to return the total loss claim shipment after claim settlement is completed.
8. All damage item should retain & send to Upright Express office for further claim investigation. Please inform support@expresscover.com for further support. Item with repairable damage claim will return to claimant upon complete investigation. No item should dispose claim investigation. Claim will automatic reject if item already dispose before claim investigation.
9. Any item consists of articles in a pair or set the Company shall not be liable to pay more than the value which such article or articles may have as part of such pair or set.
10. In no case shall this contract cover any loss, damage, expense or liability or whatever nature which might otherwise be recoverable under this cover arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence (1) the date to the year 2000 or any other date change and/or (2) any change or modification of or to any such computer, Computer Software, program, or process or any electronic system in relation to any such date change. Excluding loss, damage or liability, or whatever nature which might otherwise be recoverable under this cover arising out of or in any way connected with, whether directly or indirectly, the functionality or operation of any computer software, programme or process or any electronic system where any such loss, damage or liability arises, whether directly or indirectly, caused, by or arising from courier, airfreight or marine process.
11. Any loss or damage or expenses caused by or arising from information technology viruses are excluded.
12. Excluding
 - mechanical, electrical and Electronic Derangement or breakdown unless caused by violent, external, accidental and visible means.
 - war & strikes
 - loss or damage pertaining to failure of computer software and/or computer data.
 - rusting, oxidation, decolourisation, bending, chipping, marring and scratching.
 - loss or damage or damage arising from custom, police or any government body detention or loss in their storage or detention centre.
 - Food act liability
 - consequences loss or bailees' liability
 - Consequential loss.
 - Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion.
13. XpressCover Claim Service Hotline: +613 8810307
14. Email : admin@ambergloballogistics.com

Warranted Cargo must be handled in accordance with International Maritime Dangerous Goods (Applicable to Dangerous Goods Only)

- This warranty is applicable for dangerous goods only. You may refer to the <http://ambercourier.com/dangerous-tools-prohibited-items/> information for ease of reference.

Warranted vehicle with full cargo load to be attended always subject to unattended vehicle clause herein

- This policy does not cover any loss or damage to the property insured by theft or pilferage or any attempt thereat with the conveyance is left unattended in any public place or is laid up or temporarily stored in any garage or similar premises unless the conveyance is securely locked at all points of entry and unless such loss or damage results from forcible and violent entry into the conveyance involving external and visible damage to the conveyance
- Warranted that the conveyance be properly maintained and kept a roadworthy condition at all times.

Warranted packed by professional packers and/or packed in the standard export manner for the intended conveyance

- Any cargo must be packed by the professional packers in the standard manner to the intended conveyance and purpose to avoid any claim rejection by the insurer in the event that the loss is due insufficient packing/ stowage etc.



What is XpressCover coverage?

Backed by an established third party Insurance Company, XpressCover is a customised solution for carrier that offered to protect one's consignment from any probable downside risks. The Cover provides extensive protection against All Risks from the time of collection/ receipt by Carrier until delivery to the consignees. The Cover is deemed expired upon successful delivery of consigned goods to the destination as evidenced by the signature of recipient on the consignment note.

How long is the period of Cover?

It covers up to a maximum of 7 days, commencing from the receipt date of consignment by Carrier.

What is All Risks?

Any Loss or Damage against XpressCover Coverage Terms & Conditions.

What will be the liability?

XpressCover will override Courier company existing liability of **MYR 200** and increase the amount of liability to the full value of a consignment but with the maximum liability of **MYR 50,000** per consignment note.

Rate & Charges?

XpressCover Coverage = Value of Consignment X Rate Surcharge (as per XpressCover Pricing table)

Scenario 1:

Sender, ABC Company, wishes to send a Nokia mobile phone from HK to MY. Sender informs us that such Nokia mobile phone is worth MYR 1,299. According to the XpressCover Pricing table, mobile phone rate is 2%.

Therefore,

$$\begin{array}{rclcl} \text{MYR 1,299} & \times & 3\% & = & \text{MYR 38.97} \\ \text{Value of Consignment} & & \text{Rate} & & \text{XpressCover Surcharge} \end{array}$$

The insurer is willing to expand the commodity cover list. All staffs are advised to feedback to XpressCover unit whenever they receive frequent enquiries for commodities not fall under the list. XpressCover unit will compile the feedback and send request to the insurer.

Basis of Valuation & Basis of Settlement?

In order to expedite the covering process, XpressCover adopts a claim formula from Average Clause, which means that XpressCover's clients can declare their consignments in any value they wish. It can be their consignment invoice value, Cost value, 20% of Cost price, 10% Invoice value, or even any value but not more than the market value of the consignment note. However, clients are recommended to declare their consignments at the market value.

Whenever there is a claim, XpressCover will request an Invoice, Quotation, Cash Bill or any pricing document of that consignment, verify against the average market price, and apply the average clause claim formula as follows:

$$\text{Claim Amount} = \frac{\text{XpressCover Declare Value}}{\text{Consignment Market Value}} \times \begin{cases} (=1) \\ C \end{cases} \times \text{Repair Cost or consignment Market Value}$$

Scenario 2:

Sender, ABC Company, wishes to send a mobile phone from HK to MY. Sender informs us that such Nokia mobile phone is worth MYR 1,299 in the market. Being the distributor of Nokia, the cost of the said mobile phone for ABC is only amounting to MYR 1,000. In order to save on XpressCover surcharge, ABC decides to declare only the cost. In the event that accident happens and that the mobile phone is lost, the amount that XpressCover will pay is as follows:

$$\begin{array}{rclcl} \text{MYR 1,000} & \times & \text{MYR 1,299} & = & \text{MYR 1,000} \\ \text{MYR 1,299} & & & & \end{array}$$

Scenario 3:

Sender, ABC Company, wishes to send a mobile phone from HK to MY. Sender did not inform us how much the mobile phone is worth. Instead, sender declared MYR 500 and filled up the product description as NOKIA 6600. In the event that accident happens and that the mobile phone is lost, XpressCover has to know the average market price is MYR 1,299. The amount that XpressCover will pay is as follow:

$$\begin{array}{rclcl} \text{MYR 500} & \times & \text{MYR 1,299} & = & \text{MYR 500} \\ \text{MYR 1,299} & & & & \end{array}$$

Scenario 4:

Sender, ABC Company, wishes to send a mobile phone from HK to MY. Sender did not inform us how much the mobile phone is worth. Instead, sender declared MYR 1500 and filled up the product description as NOKIA 6600? In the event that accident happens and that the mobile phone is lost, XpressCover has to know the average market price is only MYR 1,299. The amount that XpressCover will pay is as follow:

$$\begin{array}{rclcl} \text{MYR 1,500 } (<=1) & \times & \text{MYR 1,299} & = & \text{MYR 1,299} \\ \text{MYR 1,299} & & & & \end{array}$$

Scenario 5:

Sender, ABC Company, wishes to send a mobile phone from HK to MY. Sender did not inform us how much the mobile phone is worth. Instead, sender declared MYR 500 and filled up the product description as NOKIA 6600? In the event that accident happens, say, Courier company truck was caught in flood and the parcel was drenched. When the client seeks for compensation for the repair cost incurred, XpressCover has to know that the average market repair cost is only MYR 350 and that the market price for the mobile phone is MYR 1,299. The amount that XpressCover will pay is as follow:

$$\begin{array}{rclcl} \text{MYR 500 } (<=1) & \times & \text{MYR 350} & = & \text{MYR 134.72} \\ \text{MYR 1,299} & & & & \end{array}$$

What should be the packing?

Senders shall ensure appropriate packing of consignments to make sure that the contents are sufficiently protected during normal pallet and parcel processing and mechanical sorting as well as to prevent the consignments from causing damage or injury to other shipments. Every consignment must be packed and closed in a manner benefiting the weight, the size and the nature of the contents as well as the mode and duration of conveyance. The packing and closing must protect the contents against crushing or damage by repeated handling and must also be such that it is impossible to tamper with the contents without leaving clear traces thereof. On the packing or the wrapping, the consignment must have sufficient space for service instructions and for affixing labels. If, in connection with the posting of a consignment, Carrier finds out that the consignment is not packed or wrapped in an appropriate manner, the company is ?at its own option ?entitled to either reject the consignment or the consignment is sent at the sender's risk. For fragile articles and liquid substances senders are required only to use packing, which has been approved by XpressCover. Fragile articles include technical equipment, such as computer, data processing and laser equipment, etc., chinaware, articles of glass and similar fragile objects as well as furniture, prams, etc. which by reason of their shape or structure do not readily lend themselves to loading with other parcels.

Should inspection on consignment needed before holding cover?

Staffs are recommended to inspect the consignment to ensure the accuracy of physical versus documentation. Considering the nature of Courier company staff workload, staff may not have sufficient time to do so. As such, a XpressCover Form/ Online XpressCover declaration, that is filled up with detailed product descriptions will be deemed sufficient. Please note that XpressCover is authorized to request reports from any staff handling the consignment whenever a claim occurs.

How fast is the claim?

Claim will be processed within 21 days from the date of submission of the relevant documents from sender to XpressCover.