

TRANSPORT INSURANCE – AIR CARGO

In line with our customer orientation, Austrian Airlines are holding a general insurance policy with the Wiener Städtische Versicherung AG, Vienna Insurance Group, 1030 Vienna, Ungargasse 41, Austria in order to cover eventual transport requirements via the Air Waybill.

This policy number is C 519.809-7; for corresponding conditions, please refer to the below summary.

1. GENERAL

Insurable under this policy are all goods and commodities for the carriage of which an Air Waybill will be issued. The issuance of such an Air Waybill may either be effected by AUSTRIAN AIRLINES directly or by any authorized cargo agent of AUSTRIAN AIRLINES.

The rightful claimant obtains its right for payment of damages against the WS (underwriter) and not against AUSTRIAN AIRLINES or any other participating carrier.

In order to clarify the insurance cover on the one hand and to specify necessary steps to be taken in case of damage, the shipper shall be provided with the "Notice to Insured" together with the Air Waybill for Shipper.

2. INSURANCE COVERAGE

The insurance covers material damages and losses to the cargo insured, evidently caused by external influence and cause such as accidents to the means of transport, fire, lightning, explosion, natural disaster, loss of cargo, theft, robbery, breakage, wetting caused by rain or snow or other cargo, as well as leakage. Emergency landings shall be considered equal to an accident to the means of transport.

Within the scope of the contractual exclusions, essentially the following risks and/or damages are not insured: confiscation, nuclear energy, natural condition of the goods, inherent perishable nature, humidity, influence of temperature, missing or in inappropriate packing, delay, transportation on open surface vehicles, embezzlement, spontaneous ignition, faulty design, flaw in the making an/or in the material, damages to the packing material, pure non-functioning without visual external influence, scratches, abrasion as well as such damages which otherwise insured.

Upon request, coverage of the following risks can be contracted:

- a.) war and strike risk
- b.) in case of transportation of livestock, cover can be extended to death, officially decreed slaughter or disappearance of animals insofar as such loss is the consequence of an insured risk
- c.) in case of transportation of perishable goods, breakdown of the refrigeration machinery
- d.) damages to the packing material

3. INSURABLE VALUE

The term “insurable value” shall mean the ordinary commercial value of the goods at the place of dispatch and at inception of insurance respectively the value shown on the commercial invoice. Additional costs for freight, storage and customs duty may be included if not already considered with the value on the commercial invoice.

4. PERIOD OF COVER

The insurance coverage begins at the moment the insured goods are handed over to AUSTRIAN AIRLINES or its air cargo agents and remains in force during the entire duration of transport including storage at the point of departure and/or destination as well as any transit points for a maximum period of 30 days and terminates with the delivery to the address of the consignee as shown on the Air Waybill or after 15 days following the unloading at the airport of destination, whichever occurs first.

Extension of the period of cover, caused by required storage periods at the point of departures and/or destination can be contracted upon special prior arrangements.

5. ENTRIES ON THE AIR WAYBILL

The Air Waybill has to show the following, mandatory entries:

Box “Amount of Insurance”	the insured value (amount of insurance)
Box “Other Charges”	the insurance premium (coded with “INC”)
Box “Accounting Information”	the calculation method of the premium plus additional risk insured

6. PROOF OF INSURANCE

The AUSTRIAN AIRLINES Air Waybill, properly completed in accordance with the aforementioned regulation (s. Art. 5) is proof to the shipper that insurance has been effected.

7. LIMITS OF COVER

Per shipment	EUR 582.000,-
Per means of transport	EUR 875.000,-

8. RATING TABLES

The rates set out below, are quoted in per mille (‰) of the insured value including 11% insurance tax; rates for objects of art and coverage of war and/or strike risk are only available upon special request.

8.1 Goods all kind except Valuable Cargo acc. Article 8.2

From / To	Europe incl. Turkey	USA Canada	Other countries
Europe incl. Turkey	1,1	1,7	2,8
USA Canada	1,7	1,7	2,8
Other countries	2,8	2,8	2,8

8.2 Valuable Cargo

In addition to the current IATA-definition, the term "Valuable Cargo" shall include goods with an insured value in excess of US 1.000,- (or equivalent in other currency) per kilogram.

From / To	Europe incl. Turkey	USA Canada	Other countries
Europe incl. Turkey	0,6	0,8	2,2
USA Canada	0,8	0,8	2,2
Other countries	2,2	2,2	2,2

8.3 Risk-Related Surcharges

For the following goods, commodities and additional risks, the corresponding per mille amount shall be added to the rate applicable as per article 8.1 and 8.2 above:

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a.) Glassware, china, crockery, ceramics and the like	9,0
b.) Personal effects, removal goods	11,0
c.) livestock	67,0
d.) living plants, flowers, fruits, blood plasma	44,0
e.) refrigerated goods	13,0
f.) frozen goods	8,0
g.) surface transport beyond the airport of destination in excess of 500 kms	1,0
h.) surface transport prior to the airport of departure in excess of 50 kms	1,0
i.) storage in excess of 30 days up to a maximum of 30 additional days	1,0

9. LOSS OR DAMAGE TO INSURED GOODS

In case of loss or damage to insured goods, the following procedure shall apply:

Special attention is drawn to the fact that the right to claim under this policy depends on the adherence to this procedure:

- 9.1 Upon receipt of the shipment, same is to be examined immediately for possible damages or losses;
- 9.2 In the event a claim becomes apparent, notice shall be given within 7 days either to
 - the delivering airline at the airport of destination or,
 - the competent airport authority or,
 - the last carrier at destination.
- 9.3 In case of loss of "Valuable Cargo", which are goods as described in the current IATA-definition and goods with an insured value in excess of USD 1.000,- (or equivalent in other currency) per kilogram, immediate notice shall be given to the local competent police-authorities and a confirmation of such notice shall be provided for the disposal of the underwriter.
- 9.4 For any claim in excess of USD 3.000,- (or equivalent in other currency), the nearest Lloyd's Agent has to be notified additionally, in order to assess the loss of damage. The survey fees will be refunded by the underwriter.

10. INDEMNITY

Any claim shall be presented directly to the underwriter Wiener Städtische Versicherung AG, Vienna Insurance Group, 1030 Vienna, Ungargasse 41, Austria together with the following supporting documents:

- Air Waybill
- one copy of the commercial invoice and the packing list (if any)
- a statement, specifically describing the extent of the damage and estimating costs of repair
- survey report of the Lloyd's Agent (if necessitated by the extent of damage of loss)
- the original of the Insurance Certificate (if issued) confirmation of the damage of loss (verified by the ultimate carrier, the customs authorities, the police authorities, the warehouse, etc.)
- correspondence in which eventual third parties are held responsible for the damage or loss

The underwriter reserves the right to demand additional documents if required in the course of handling the claim.

For any query you might have, resulting from this information or with regard to additional specific arrangements needed (s. Art. 2 – extraordinary risks) the following contacts are looking forward to your call:

OS-ETV Phone: +43 (0)5 1766 13623 or 13622
 Fax: +43 (0)5 1766 13642
 Email: claims@austrian.com

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