

# ZIEGLERONE

## FINANCIAL PROTECTION

Ziegler One has one mission: to unite freight forwarders around the world and as members of the Network, members will enjoy an array of benefits including financial protection, building mutual commercial relationships and enjoy the highest quality of service in the international freight industry.

## ZIEGLERONE NETWORK FINANCIAL PROTECTION POLICY

### INTRODUCTION AND PURPOSE:

*The network financial protection policy has been designed to offer network members financial protection for member-to-member transactions where the claiming member has lost or is claiming monies for services rendered by such member to another network member who has failed, alternatively neglected and/or alternatively refused to make payment.*

*Payments shall be limited to the claim limits offered by the network from time to time. Members' claims shall be in accordance with the terms and conditions always set out in most recent version of this financial protection policy as published on the Ziegler One website: <https://www.zieglerone.com/>. Any modification regarding this document will be communicated by email to the members via the main contact person that has been provided by the individual members.*

### TERMS AND CONDITIONS:

1. All current network members will qualify for financial protection on condition that the member's network membership contribution is up to date and has been paid in full to the network on or before the due dates thereof.
2. Financial protection shall only relate to transactions between valid and active members of the network at the date of the transaction and such transactions shall be limited to loss resulting from the freight management process i.e. the organisation of the physical movement of cargo between network members ("Guaranteed Transaction"). Financial protection **does not cover** nor apply to the value of the physical cargo being moved nor does it provide any protection to members in respect of the quality or quantity of the product.

3. Members will not be covered for any transactions which have occurred prior to membership being active with the network i.e., any shipments which commenced prior to the member joining the network will not be covered.
4. Member may also not claim under the network's financial protection policy for the first 3 (three) months of membership (the "Exclusion Period") including any and all claims arising from shipments which took place during the Exclusion Period.
5. Financial protection is subject to the network's rules and its code of ethics which accompany this document.
6. Members will only enjoy cover for transactions with current members of the network and cover will only extend to a member's office which has been enrolled with the network. Members can determine active membership by searching for the member in question on the network's online membership portal.
7. Membership only applies to the entity which has been enrolled with the network by the member i.e. the specific office or branch enrolled and does not extend automatically to the members' sister companies, other branches, subsidiaries or associated companies. Members will not be able to claim financial protection for transactions with entities or branches of a member which are not listed or enrolled with the network.
8. Upon payment of the membership contribution, a member will be entitled to enrol one branch per country. Should the member wish to register another office in a different country, the member will have to enrol such office as a new and separate member and the full membership contribution will apply. A member may however register multiple branches per country at a cost of EUR 750.00 per branch. Additional branches will be entitled to claim under this policy however the claim limits set out below in clause 10 will apply per country and not per branch. A member may also not cross claim between branches or country as only the branch directly involved in a dispute may claim in terms of this policy if all conditions are met.
9. Companies who have subsidiary entities or branches that are not enrolled with the network, will not enjoy financial protection under this policy, this includes other entities related to the member who are involved in the transaction at any point, whether at origin or at final destination of the shipment.

## COMPENSATION AND LIMITS

Ziegler One, Chaussee de Vilvorde 11, Brussels, Belgium, 1120

Phone: +32 2 422 22 47 | Email: [info@zieglerone.com](mailto:info@zieglerone.com) | Website: [www.zieglerone.com](http://www.zieglerone.com)

10. Enrolled offices by active members will enjoy the following financial protection:

ZIEGLERONE FINANCIAL PROTECTION:	Limit per claim for enrolled member (including all registered branches in such country i.e. collective limit)	Annual limit per enrolled member (including additional branches in country of registration i.e. collective limit)	Guaranteed Transaction	Exclusions
	EUR 50 000.00	EUR 50 000.00	Proven costs directly related to the movement of freight between active members of the network who are up to date with network fees	See exclusions of financial intervention

*Special Note: Network has a maximum annual claim limit of EUR 150 000.00 for all members collectively.*

11. Compensation is limited to an annual claim limit per member. Therefore, should a member claim EUR 50 000.00 in any one claim in the networks financial year it would have reached its annual claim limit on such claim.

12. Credit limits granted between members are at the members own risk if such credit limits exceed the annual claim limit offered by the network. For example, if a member offers a EUR 1 million credit limit to another member, such member will only be covered to a total amount of EUR 50 000.00 per year for any and all losses arising from such transactions with such member which shall be the total claim protection limit for the claiming member for that financial year.

13. The network has a minimum claim amount of EUR 2 500.00 for all members and a member may not submit a claim under the financial protection policy which is less than or equal to the minimum claim amount.
14. ALL CLAIMS are subject to an excess payment of EUR 2 500.00 which will be deducted by the network prior to final payment of the balance of the claim to the claiming member, if such claim is successful under this policy.
15. Compensation will only be paid to the enrolled member for losses arising from a transaction relating to a Guaranteed Transaction with another enrolled active member of the network.
16. The financial protection offered by the network is cover of a last resort. The claimant must take all reasonable steps to recover any monies outstanding from the defaulting member before it can approach the network for financial compensation and will be required to prove that reasonable steps were taken in this regard.
17. Should a member be part of another network which offers financial protection it will not be allowed to double claim. Should the defaulting member also be part of two networks, the ZieglerOne network will only pay out the balance portion of the claim if financial compensation has already been recovered by the member from another network, which balance will be limited to 50% of the annual limit claim granted to the member.
18. Claiming members must mitigate their losses at all times. Failure to mitigate damages in order reduce the loss suffered may result in a reduction of the claim or a rejection of the claim depending on the facts at the sole discretion of the network.
19. Only members who are listed as active members on the networks membership portal at the time of the lodgement of the claim will be entitled to claim compensation under the networks financial protection policy and on condition that the loss resulted from a Guaranteed Transaction as defined and the cause of loss occurred while both parties were active members of the network.

## CLAIMS PROCEDURE

20. Any and all claims must be notified by the claiming member to the network within 120 days but not before 90 days have passed from the date of the invoices which remain

unpaid by the defaulting member. Failure to comply with these time frames will result in the claim being rejected.

21. All claims are to be submitted via email to [info@zieglerone.com](mailto:info@zieglerone.com)
22. Members are obliged to immediately notify the network if they are a member of another network and whether such network offers financial protection and the limits of cover. Failure to do so may result in a claim being rejected.
23. Once a claim has been filed, the network will assess the claim. Supporting documentation required for the claim assessment such as invoices, statements and any agreements between the parties must be sent via email to [info@zieglerone.com](mailto:info@zieglerone.com) once the claim has been submitted and you have received a unique claim reference number.
24. Any payments received by the defaulting member after the claim has been lodged must be brought to the network's attention during the assessment process and such payments will be allocated to the members outstanding claim prior to payment by the network. Failure to do so may result in a claim being rejected.
25. The claims process regulated by the network is an internal dispute resolution system and does not restrict the claimant from seeking compensation in a court of law should its claim be unsuccessful or rejected by the network.
26. Should it be determined that any claim submitted by the claiming member is as a result of a valid dispute between the members which is raised by the defaulting member, the network will attempt to resolve the dispute by way of an internal arbitration committee within 6 months of the claim referral, failing which, the network will have no choice but to close the file. Any decision of the internal arbitration committee will be final and binding on the members. Should a member fail to abide by the decision of the network's internal arbitration committee, such member will be expelled from the network at the discretion of the network.
27. A 'dispute' as referred to in clause 26 shall be deemed to have occurred when non-payment of an invoice/s is due to a valid reason or a default on behalf of the claiming member which has resulted in non-payment of the member's invoice, which must be proven by the defaulting member.

28. Should a claim be successfully processed by the network and the claim is paid out to the claiming member, the network reserves the right to suspend or terminate the defaulting member from the network.
29. Claims which are not genuine or in bad faith will be rejected by the network and may result in the suspension of the claiming member.
30. Once a claim is lodged the network will be afforded 90 (ninety) days in which to assess the claim and finalise the financial pay-out, after which the file will be closed.

### EXCLUSIONS OF COVER

- (a) Failure by the member to comply with the claim lodgement timeframes as set out in clause 16 above.
- (b) Losses suffered by a non-member of the network or an office or branch of an enrolled member that is not specifically enrolled with the network.
- (c) Payment for the value of any cargo in respect of any shipments between members.
- (d) Losses resulting from any negligent act of the claiming member including but not limited to failing to obtain original bill of lading or failing to obtain a proper release of cargo.
- (e) Members who have not paid their network fees or monthly contributions in full on or before the due dates as required by the network.
- (f) Payment of claims which are covered by any other insurance policy, or any other warranty program held by the claiming member at the time of the claim for which such loss is more appropriately covered by such policy or program.
- (g) Losses arising from a **force majeure** event.
- (h) Any transactions with a suspended or terminated member of the network if such transaction took place after suspension or termination.
- (i) Additional losses as a result of the claiming member failing to reasonably mitigate its losses.
- (j) Legal fees incurred by the claiming member in respect of the transaction under claim.

- (k) Interest and/or any other associated finance fees raised by the claiming member.*
- (l) Losses arising from exchange rate fluctuations.*
- (m) Losses arising from Cybercrime.*
- (n) Personal liability losses such as directors' and officers' liability claims.*
- (o) Losses resulting from fraud or theft.*
- (p) Losses occurring between members who have common shareholders or directors in both entities.*
- (q) Losses arising from storage, statutory penalties or expenses, Customs and Excise Duty, VAT, and/or detention charges.*
- (r) Losses resulting from transactions with agents from authorised or sanctioned countries.*

## **DISCLAIMER**

This Financial Protection Policy is not an insurance policy, nor does it offer any similar or associated products or services. It is a payment guarantee system which offers financial protection to its members by way of monthly contributions.