

Article 1. Definitions

In this insurance policy, the following terms and definitions apply:

1.1 Insured

The insured, his/her spouse and also the people with whom he/she lives together as a family, as well as any resident children and resident staff and/or any natural or legal person referred to as such in the policy insofar as they have an interest in preserving the insured property.

1.2 Insured interest

The insured's interest in preserving the insured property by virtue of ownership or another right in rem, or the carrying of the risk for the preservation of or liability for said property.

1.3 Inventory

All movable property which the insured owns and which belongs to the private household of the insured, including body jewellery, audiovisual equipment and other valuable household effects, as well as motor vehicles, trailers, caravans, boats and related parts and accessories, and items intended for trade and professional purposes. Cash and monetary instruments are not included in inventory.

1.4 Other valuable household items

Audiovisual equipment, computer equipment, antiques and antiquities, works of art in a broad sense including jewellery not intended to be worn on the body, and collection(s).

1.5 General average

All damage, including that caused intentionally to rescue a ship and its cargo in distress.

1.6 Salvage costs

Costs incurred by the insured during or after the incident in connection with measures to prevent or mitigate damage to insured property.

1.7 Replacement value

The amount required immediately before the damage for purchasing new items of the same type and quality at the removal destination.

1.8 Present-day value

The replacement value, less an amount for depreciation due to ageing or wear.

1.9 Market value

The price that reflects the value on the purchase market.

1.10 Insurance certificate

The insurance certificate together with these General Terms and Conditions of Insurance make up the policy. The General Terms and Conditions of Insurance are inextricably linked with the General Terms and Conditions for Removals 2015 (*Algemene Voorwaarden voor Verhuizingen 2015, AVVV2015*), as last amended, and the General Terms and Conditions for Custody of Removal Goods 2015 (*Algemene Voorwaarden Bewaarneming Verhuisgoederen 2015, AVBV 2015*), as last amended.

Article 2. Scope of cover

2.1 The insurance covers property damage and/or loss of inventory caused by:

- fire, including that caused by the nature of or a fault in the insured property
- any sudden external calamity
- war and strikes under the provisions of Clause M3 War and Strike Risks, as well as any contribution to the General Average and salvage costs in excess of the sum insured.

2.2 Where costs and payments above the sum insured are referred to in the policy and associated clauses, these are regarded as insured on a "first-loss" basis, regardless of the actual value of the insured property (or interests) immediately before the event.

Article 3. Exclusions and limitations

3.1 The insurance does not cover damage to inventory if caused by or arising from vermin, insects, fungi, bacteria, viruses and other microorganisms.

3.2 Terrorism clause

This clause overrides any other provision or clause in this policy. If other provisions or clauses in this policy do not correspond to or are in conflict with this clause, those other provisions or clauses will have no effect and shall be considered non-existent.

- Notwithstanding any contrary provision in this policy or the clauses contained in it, it is agreed that insofar as this policy covers loss of or damage to insured property that is caused by terrorism and acts of violence committed for political considerations, this cover applies only to insured property in the normal course of the journey and will in any case end:

either:

- in accordance with the policy provisions relating to the insured journey,
- or:
- on delivery to the recipient, in the warehouse at the final destination or the storage facility at the destination specified in the policy,
 - on arrival in any other warehouse or storage facility, before or at the destination specified in the policy which the insured chooses to use for storage other than in the normal course of the journey,
- or:
- with regard to sea travel, after expiry of 60 days after unloading from the vessel at the final port of unloading,
 - with regard to air travel, after expiry of 30 days after unloading from the aircraft at the destination airport, whichever of these situations occurs first.
- If this policy covers loss of or damage to insured property during journeys within the Netherlands or elsewhere after expiry of the cover as described in clause 1, the cover will resume for the normal course of the journey and will end again in accordance with clause 1.
 - The risk of terrorism referred to in clause 1 is hereby regarded as having been added to the information under 'strike risk' in Clause M3 War and Strike Risks. In all other respects the provisions of Clause M3 War and Strike Risks apply accordingly.

3.3 Terrorism cover clause

For the wording of this clause, please refer to the Terrorism Cover Clause Sheet of the Dutch Terrorism Risk Reinsurance Company (*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V., NHT*). It is expressly stated that the Terrorism Cover Clause Sheet will apply if and to the extent that the terrorism risk is not covered on the basis of the Terrorism Clause.

3.4 Nuclear reactions, chemical and biochemical weapons

This clause will override all other provisions in these General Terms and Conditions of Insurance in which policy provisions and clauses that are not in compliance with it are set aside.

1. The insurance does not cover damage caused by, occurring during, or arising from:
 - 1.1 nuclear reactions, irrespective of how the reaction occurred. 'Nuclear reaction' means any nuclear reaction in which energy is released, such as nuclear fusion, nuclear fission, or artificial and natural radioactivity. This exclusion does not apply to radioactive nuclides located outside a nuclear plant and used or intended for use for industrial, commercial, agricultural, medical or scientific purposes, on the understanding that an official license to manufacture, use, store and dispose of radioactive substances must have been issued. Where a third party is liable by law for the damage suffered, the exclusion will continue to apply in full. 'The law' means the Liability for Nuclear Incidents Act (*Wet Aansprakelijkheid Kernongevallen*), which is the special legislation governing liability in the field of nuclear energy. 'Nuclear facility' means a nuclear facility within the meaning of the said Act.
 - 1.2 a chemical, biological, biochemical or electromagnetic weapon.
- 3.5 Causes or circumstances as set out in Article 15(3) of the General Terms and Conditions for Removals 2015 (*Algemene Voorwaarden voor Verhuizingen 2015, AVVV2015*), as last amended, and Article 15(3) of the General Terms and Conditions for Custody of Removal Goods 2015 (*Algemene Voorwaarden Bewaarneming Verhuisgoederen 2015, AVBV 2015*), as last amended.
- 3.6 Intent, or with the consent of the policyholder or any person with an interest in payments under this insurance.
- 3.7 The maximum payment for theft of body jewellery is €5,000.00 per event.
- 3.8 The maximum payment for damage to property intended for trade and business purposes is €25,000.00 per event.

Article 4. Claims

If damage or losses are established on delivery of the inventory, the insured must report this to the Approved Remover at the time of the removal. If there is no opportunity to check for damage or loss of inventory on delivery, the insured must state this in writing or electronically in advance or, at the latest, at the time of delivery. It is strongly recommended to report any damage or losses to Noble Care in writing or electronically within two working days of the removal or delivery. If Noble Care does not receive a report as referred to above within 14 days of the removal or delivery, it will be deemed to have performed the removal without obvious damage.

Article 5. Extent of damage

5.1 Determination of the extent of damage

5.1.1 Extent of damage

The damage is regarded as the difference between the value of the insured objects immediately before and immediately after the event or, at the insurers' discretion, the cost of repairing the property established immediately after the event, insofar as the experts assess the property as repairable. The damage is also regarded as the size of a reduction in value caused by the event and not restored by the repair, as established by the experts.

5.1.2 Valuation

The value immediately before the event is regarded as the amount of the preliminary valuation or the replacement value. Where the value is established immediately after the event, these values will be taken into account wherever possible. **Damage assessment based on present-day value is performed for motor vehicles, trailers, caravans, boats and related parts and accessories as well as for items that are older than 42 months and/or of which the present-day value is less than 40% of their replacement value.**

Payments for objects with an antiquarian or rarity value are based on their market value. Damage to rented property is assessed on the basis of the payments owed to the renter.

5.1.3. Valuation by experts

If parts of the inventory are valued in advance by experts, this preliminary valuation will be valid for three years from the date of the valuation report.

Article 6. Compensation

Where a right to compensation exists under this insurance, it will be paid via Noble Care within four weeks of receipt of all the information required by the insurers.

Article 7. Period of limitation

Any right to compensation will lapse one year after the date of the damage.

Article 8. Insurance syndication

The authorised party named on the insurance certificate, AON Risk Solutions, Marine, declares that it has signed for the insurers named in the policy and the accepted shares of the risk.

Article 9. Disputes

All disputes between the insured and the Approved Remover are governed by the corresponding provisions of the the General Terms and Conditions for Removals 2015 (*Algemene Voorwaarden voor Verhuizingen 2015, AVVV2015*), as last amended, and the General Terms and Conditions for Custody of Removal Goods 2015 (*Algemene Voorwaarden Bewaarneming Verhuisgoederen 2015, AVBV 2015*), as last amended.

Article 10. Data protection

All personal details provided with insurance applications and any other personal details provided may be entered in the register of persons kept by the insurer. This register is governed by privacy rules and the Insurance Industry Code of Conduct on Processing Personal Details (*Gedragcode Verwerking Persoonsgegevens Verzekeringsbedrijf*). This code of conduct sets out the rights and obligations of parties involved in data processing.

Article 11. Complaints

This insurance is governed by Dutch law.

For complaints about the insurance contract, please write to:

Organisatie voor Erkende Verhuizers
Boris Pastinakenlaan 22
NL-2719 DA ZOETERMEER



The terms and conditions of insurance apply to insurance taken out by AGS KHZ Netherlands in accordance with Article 4 of AVVV2015. Full cover of the risks of removal is achieved by entering into a separate AR transit insurance policy.