

# Insurance Terms & Conditions



**KAE INTERNATIONAL MOVERS**

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## 1. INSURED RISKS (Applies for Door-to-Door moves)

**Art. 1.** This insurance covers the Insured, up to the Insured value, against all risks of loss or damage to the subject-matter insured, including fire, breakage, theft or non-delivery.

**Art. 2.** This insurance attaches from the time the Removal-contractor, his correspondent and/or subcontractor takes the insured subject-matter in charge at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates at the time of delivery to the Insured, his servants or agents at the place of destination named in the policy. It includes transfers between vehicles and/or warehouses, operations with pulleys, cables or lifting gear and all handling prior to loading and subsequent to unloading from the lift-vans. Packing and unpacking operations are also covered provided that they are carried out by the Removal contractor or his staff. This insurance shall remain in force whether the subject-matter insured is under management of the Removal contractor, his correspondent and/or subcontractor or any Road, Sea, or Air-carriers, Receivers, Warehouse keepers or any people in charge of the necessary transit and/or storage operations. During transit, the insurance continues for any delay beyond the control of the Insured, provided that for any such delay of more than 30 days, prior notice is given to the Insurers through KAE INTERNATIONAL MOVERS, and an additional premium is paid. Any delay however, caused by the Insured gives rise to the interruption of the cover unless previous agreement and premium is to be arranged.

**Art. 3.** This insurance shall in no case be deemed to extend to cover loss or damage caused by inherent vice, wear and tear, decay as well as pre-existing damage.

Also excluded are:

- a) Scratching, breakage and other damages caused by forcing insured objects through inadequate spaces;
- b) loss or damage related to bad packing when the subject-matter insured was not packed or unpacked by the removal-contractor, his correspondent and/or subcontractor unless the Insured gives proof that this loss or damage results from a fault by the Removal-contractor, his correspondent and/or subcontractor;
- c) breakage or damage at those places where the subject-matter insured has already been repaired before;
- d) all damage of mechanical, electronical or electrical origin involving non-functioning or malfunctioning of apparatus such as refrigerators, radio-sets, television-sets, etc;
- e) any damage of radio-active or nuclear origin.

**Art. 4.** Except by special agreement, this insurance shall in no case be deemed to extend to cover loss or damage on following objects:

- a) dangerous products notoriously subject to fire, explosion or likely to contaminate or deteriorate other objects, such as phosphorous, petrol, coal, matches, dyes, accumulators, acids or corrosives;
- b) living animals and plants;
- c) jewels, precious stones or metals, paper money, deeds, coins, securities, all kinds of documents and/or goods or collections of any similar kind;
- d) electric or electronical lamps or tubes,

**Art. 5.** Warranted free of capture, seizure, arrest, hostilities or warlike operations, civil war, revolution, rebellion, insurrection, or civil strike arising from piracy, damage caused by strikes or persons taking part in labour disturbances, riots or civil commotions. Should by special agreement the risks of war, strikes, riots and civil commotions be included in the cover, granted by this contract the relevant clauses of the Association Belge des Assureurs Maritimes will apply.

**Art. 6.** Subject to the above-mentioned exclusions, the subject-matter insured must obligatory comprise the whole of the objects being moved. The insured value shall be deemed to be equal to the actual value of the removed objects at the time the risk attaches. In case of a claim, where the insured amount is less than such actual value, the Insured is deemed to be his own insurer proportionately in respect of the uninsured balance.

**Art. 7.** Declaration must be made to Underwriters of the collective percentage in the whole removal of the especially fragile objects (earthenware, crystal, glassware, marble, porcelain, ceramics, terracotta and the like) and articles of collection (paintings, sculptures, antiques,

real lace, tapestry and the like). Loss or damage to such objects are completely in charge of Underwriters, except when the declared percentage is less than the actual percentage, in which case the Insured is deemed to be his own insurer proportionately in respect of the uninsured balance.

## 2. CLAIMS AND CLAIM-SETTLEMENTS

**Art. 8.** In the event of loss or damage, the sum recoverable shall not exceed the cost of replacement or repair recommended and approved by the surveyor, appointed by the Insurers. It shall in no case include indemnities for depreciation, or loss of use of the insured objects. More whoever, in the case of loss or damage to one or more objects forming part of a pair or a set, any indemnity will be limited to the cost of replacement or repair of these objects actually lost or damaged, provided always that in no case shall the liability of the Insurers exceed the actual value of the insured object at the time of the damage, and without prejudice of the provisions of art. 7. The deductible of this insurance policy of your household goods amounts to €125.00 for any one claim.

**Art. 9.** In order to recover under this policy, exceptions or claims for loss or damage have to be noted by the Insured, his servants or agents, on the delivery bill presented by the foreman or supervisor of the Removal-contractor or Hauler who has carried out the delivery at destination. Furthermore, a registered letter of reservation must be sent to this Removal-contractor or Hauler within 48 hours from the time of delivery. In case of theft or vandalism, a complaint has to be lodged within 24 hours in the hands of the nearest Police authorities.

**Art. 10.** If the policy mentions the name and address of a Survey agent appointed to ascertain loss or damage, the Insured, his servants or agents must within 48 hours from the time of delivery apply to this Survey agent, and request him or her to fill out a survey report. In the meantime, it is the duty of the Insured, his servants or agents to take such measures as may be reasonable for the purpose of averting or minimizing loss or damage and to ensure that all rights of Underwriters are properly preserved and exercised. In this case, the claim has to be introduced with the survey report and the attached supporting documents.

**Art. 11.** It is the duty of the Insured to act with reasonable dispatch and to facilitate in all circumstances within their control the Survey agent's task.

## 3. GENERAL PROVISIONS

**Art. 12.** Where other policies are effected by or on behalf of the Insured on the same interest or any part thereof, this policy will only apply after complete execution of those policies.

**Art. 13.** Any dispute concerning the execution of this policy has to be settled between Insured and Insurers, the Removal contractor being considered as not taking part in the dispute any longer from the time he has given proof of payment of the premium within the agreed period. When the dispute cannot be settled amicably, it will be submitted to three arbitrators, two of whom will be appointed, one by each of the parties, and these two will by mutual agreement appoint the third before taking cognizance of the case. In case of disagreement on the choice of the third arbitrator, his designation will be left to the Chairman of the Commercial Court of the place where the policy has been underwritten. Both parties are entitled to appeal to a higher Court.

**Art. 14.** The residence of both parties is settled by law, namely that of the Insurers at the place of the Underwriting of the policy and the Insured at the last place of residence communicated to the Insurers.

**Art. 15.** After settlement of any claim for loss or damage, the Underwriters are subrogated to all rights and remedies or the Insured against third parties, except the Removal contractor, or his servants, his correspondent and/or subcontractor.

**Art. 16.** All taxes which the Insurers are charged with on this insurance policy or premiums, relating thereto will be paid by the insured to the Removal contractor (KAE INTERNATIONAL MOVERS) and will be collected jointly with the premium and the costs of the policy from the Removal contractor.