

Special conditions

AIV01072024

#### **TRANSLATION**

These conditions have been translated from the original Dutch wording. In case of differences between the wording of these conditions and the original Dutch wording, the provisions of the latter shall prevail.





## 1. Additional conditions Transporters Liability

These conditions are supplementary to the Transporters Liability cover in the policy conditions.

Definitions	<ul> <li>Remover: the party that performs all or part of the removal on your behalf.</li> <li>Forwarding agent: the party having the removal carried out at your risk and expense.</li> </ul>	
What is insured?	In addition to the policy conditions, cover is also provided for:  • liability for damage to or loss of removal equipment belonging to others. Such as removal blankets and removal lifts. This does not include damage to motor vehicles or damage resulting from normal wear and tear and abnormal use of the removal equipment;  • any consequential damage suffered by a private client in the event of the removal of private household effects. The additional costs actually incurred by the client will be compensated. For example, travel and/or accommodation expenses, telephone costs or the purchase of necessary goods. The costs must be reasonable and fair. This consequential loss must be the result of an unforeseeable:  • delay in delivery;  • incorrect delivery;  • material damage to the removal goods;  • liability for the removal of goods by means other than by road. For example, by rail, inland waterway, sea and air;  • liability for loss of and/or damage to removal goods, the carriage of which you have assumed responsibility but contracted out to a remover, or the carriage of which you have instructed a forwarding agent to carry out.	
Particularities of subcontracted transport	<ul> <li>Cover for subcontracted transport applies only if you meet the following rules:</li> <li>You are not allowed to agree with the remover or forwarding agent that it is insured under your policy.</li> <li>You may not agree with the remover or forwarding agent that his liability is more limited than that according to the terms customary in the market or your work agreements.</li> <li>In case of transport, there are rules to prevent load theft. Which ones they are, you can read below. They include theft/encumbrance of the entire load.</li> <li>Entire load means the load that you outsource to a remover. Also if this is transported together with another load. It does not matter here if the other load was stolen too.</li> </ul>	
What is not insured?	<ul> <li>In addition to the policy conditions, no cover is provided for:</li> <li>the provisions in the policy conditions as stated under 'Additional cover for additional activities';</li> <li>internal company removals if they take place exclusively within a building. (see 'Logistics removal services liability' cover for this);</li> <li>costs of still, or again, performing the work not, or not properly, delivered However, this will be compensated if you are liable for it under the law;</li> <li>claims by government or other authorities such as taxes, excise duties, duties, agricultural or other levies, restitution of subsidies or other fines;</li> <li>damage caused by substances, as referred to in the Liability for Hazardous Substances and Environmental Pollution (Implementation) Decree. However, you are insured for liability for damage you cause to the load to be transported;</li> <li>costs you incur to comply with your normal duty of care or diligence;</li> <li>liability for damage with or by ships, aircraft, cranes, installations and similar heavy equipment if the damage is covered by another insurance of the insured. Or would normally be compensated by that;</li> <li>liability for damage with or by motor vehicles. However, liability for damage to or loss of load to be transported is insured.</li> <li>Also no cover is provided for damage caused by:</li> <li>using a vehicle or moving equipment not suitable for removal goods. This may be due, for example, to inefficient equipment or poor maintenance;</li> <li>the nature of the goods themselves, for example spoilage. However, this is insured if the removal was done with vehicles specifically suited to transport such goods. For example, an insulated loading bay with heating or refrigeration.</li> </ul>	
Excess	<ul> <li>The excess is stated on the policy schedule and applies per event.</li> <li>The excess stated in Article 18.5. 'Security and/or additional excess in case of theft of the entire load' does not apply.</li> <li>In case of outsourced transport, in case of theft, misappropriation or loss of the entire load: <ul> <li>An additional excess of 20% of the damage covered by this policy, with a maximum of €20.000.</li> <li>This additional excess is in addition to the standard excess.</li> <li>This additional excess will not be charged if you prove that, prior to the first assignment and at least once a year thereafter, you have made sure of the identity and presence of the remover's insurance cover.</li> <li>In case of outsourcing to a forwarding agent, it has a duty to make sure of the identity of the remover and the presence of insurance cover with the remover. If the forwarding agent fails to do so, this is considered negligence on the part of the insured. If no investigation is made, the above additional excess applies.</li> </ul> </li> </ul>	



# Maximum compensation per event

In addition to the policy conditions, the following apply:

- for removal equipment of others a maximum of €2.500 per event is compensated;
- for consequential loss of a private client a maximum of €250 per day per person moved with a total of €2.500 per event
  applies.
- For the removal of goods by rail, inland waterway or sea and by air, the compensation is determined on the basis of the
  transport conditions applicable to those other modes of transport. If for these modes of transport the sectoral conditions
  or conditions customary in the market have also been agreed, the provisions of these conditions shall apply.

#### 1.1. Additional cover Keurmerk Erkende Verhuizer

This section only applies to removers with the quality mark for approved removers issued by Organisatie van Erkende Verhuizers, being the organisation of approved removers. This supplement confirms that you are insured based on the requirements of the quality mark.

This is a supplement to:

- Basic removers liability cover.
- Storage liability.
- Logistics removal services liability.

What is insured?	This insurance is in accordance with the latest version of the:  General removal conditions 2015 (AVVV 2015);  General conditions for the storage of removal goods 2015 (AVBV 2015);  General conditions of insurance for private removal goods (PV05);  General conditions for handyman services (AVHD 2015).
	All risks arising from the above conditions and the requirements set out in the Regulations of Approved Removers (latest version) are insured.
	Removal  The household effects are insured for the client during the removal up to an amount of at least €100.000 against all losses of and material damage to the household effects, as further described in the PV05, which conditions are referred to in the AVVV 2015 and AVBV 2015 (latest version) Article 7, Guarantee Certificate of Approved Removers.
	Storage For storage as part of a removal within the Netherlands, the household effects are insured for the first 6 months. For cross-border removals within Europe, a storage period of 30 days applies.
	Handyman services In case of handyman services, the exclusion 'damage to the building and/or the goods or objects you are not handling' of Article 20.7 'Logistics removal services liability' does not apply. This means that co-insured is the liability for damage to the building and/or the goods or objects that you do not handle, but in which or on which the work is performed.
Special details	<ul> <li>The insured's liability insurance is in accordance with Articles 15 and 18 AVVV 2015 and AVBV 2015 and Article 18 AVHD 2015.</li> <li>This insurance applies per removal agreement or storage agreement or, if more than one household is included in an agreement, per household.</li> <li>The cover and total insured amount under this insurance shall be in accordance with the number of household effects to be removed or taken into storage.</li> <li>The client is (co-)insured with respect to the insurance of his household effects.</li> <li>A certificate of insurance proving that the cover described here is provided will be issued by the insured to the client prio to removal.</li> <li>In the event of bankruptcy of, or non-payment of the premium by, the policyholder, cover will continue to exist for the benefit of the client. This is without prejudice to the company's right to recover damage from the policyholder.</li> </ul>
Excess	If, in the case of a single event, damage is compensated under both a Business Liability Insurance taken out with us and under this All-in Removal policy, only the highest of the applicable excesses will be charged once.



## 2. Additional conditions Storage Liability

These conditions are supplementary to the Logistics Services Liability cover in the policy conditions.

Definitions	Storage: an agreement to store goods temporarily.
What is insured?	Contrary to what is stated in the policy conditions, cover is provided for your liability: <ul> <li>as storage contractor;</li> <li>for total or partial loss of or damage to goods you have in storage;</li> <li>if this liability is related to your storage activities as described in the policy;</li> <li>according to work agreements, law or treaty.</li> </ul>
What is not insured?	Supplementary to the article 'What is not insured?' of the policy conditions, no cover is provided for: <ul> <li>damage in connection with outdoor storage;</li> <li>damage caused by the presence of other goods. Cover is provided, however, if you demonstrate, that you were not aware of the presence of those other goods.</li> </ul>
Quality mark for approved removers	This cover may also be subject to the provisions of the additional cover under the Keurmerk Erkende Verhuizers.





### 3. Additional conditions Logistics Removal Services Liability

These conditions are supplementary to the Logistics Services Liability cover in the policy conditions.

Definitions	Logistics removal services: work that you perform as part of a private or business removal, but which is not covered by the other cover of this insurance.  Examples of logistics removal services are:  internal company removals  handyman services (see description below)  removal and assembly of removal goods  installation and assembly of removal clothes  (dis)connecting of removal goods.  This does not include transport by motor vehicle or storage of the (removal) goods.  Handyman services: odd jobs you carry out for your client in connection with a private or commercial removal. This does not include work normally carried out by a (recognised) installer or construction company.
What is insured?	Contrary to what is stated in the policy conditions, cover is provided for your liability:  as the performer of logistics removal services;  for total or partial loss or damage to the goods you are handling;  according to the logistics conditions, transport conditions for sectoral conditions, work agreements, law or treaty stated on the policy schedule.  Cover is also provided for the liability of your employees if they are employed by a fellow remover. Cover is only provided if:  your employees are held directly liable;  for material damage caused by them;  which is not insured elsewhere;  for which you as employer are also liable on the basis of your employer's liability.
What is not insured?	Supplementary to the article 'What is not insured?' of the policy conditions, no cover is provided for:  damage to the building and/or goods or items you are not handling;  costs of the later, or again, carrying out of the not or not properly delivered work. This is though reimbursed if you, on the basis of the law, are liable for this;  damage caused by substances, as referred to in the Liability for Hazardous Substances and Environmental Pollution (Implementation) Decree. However, you are insured for liability for damage you cause to the goods under handling;  costs you incur to comply with your normal duty of care or diligence.
Quality mark for approved removers	This cover may also be subject to the provisions of the additional cover under the Keurmerk Erkende Verhuizers.



