

## DTV Cargo Insurance Conditions 2000/2008

### (DTV Cargo 2000/2008)

## Special Terms and Conditions for the Insurance of Removal Goods

for insurances governed by the provisions of DTV Cargo 2000/2008

Sample terms and conditions of the GDV

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#### 1 Basis of the insurance

If DTV Cargo 2000/2008 (All-Risks) extends to the insurance of removal goods, the following special terms and conditions apply.

#### 2 Insured removal goods

2.1 Removal goods are deemed to be any objects generally perceived to be effects found in households or offices.

2.2 The insurance cover does not extend to

2.2.1 animals, plants, jewellery and precious stones, pearls, bank notes and coins, precious metals, securities and documents,

2.2.2 foods and luxury foodstuffs.

#### 3 Obligations

3.1 The Insured shall take all reasonable effort to ensure that

3.1.1 the removal is carried out by a qualified removal company and that the goods are packed by experienced packers of said company;

3.1.2 special removal vans are used for overland transport unless carriage via another means of transport has been specially agreed;

3.1.3 in the case of sea transport, the removal goods are suitably packed and stowed in crates, lift vans or in sealed and undamaged containers, and that the crates and/or lift vans are stowed under deck.

3.2 If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

#### 4 Excluded losses

The Insurer is not liable to indemnify the Insured for losses caused by detachment of glue, scratching, grazing, chafing, denting and cracking of polish, chipping of enamel, rust, oxidation, damage to filaments in tubes and lighting equipment, malfunctioning of clocks, radios, televisions and other such apparatus, devices or instruments unless it can be proved by the Insured that the loss or damage was the direct consequence of an insured peril.

#### 5 Duration of insurance

5.1 The insurance attaches as from the moment the removal goods pass into the custody of the removal company, in particular when the goods are removed, disassembled and packed.

5.2 The insurance terminates the moment the removal company finishes unpacking, re-assembling, attaching and mounting the goods.

5.3 The insurance cover extends to storage in the ordinary course of transit, but only for the period set out in the policy.

#### 6 Insured value

6.1 Unless otherwise agreed, the insured value is the current value with an appropriate deduction for age and wear-and-tear. The insurance does not cover a personal affection value.

6.2 In the case of art-objects such as paintings and sculptures, etc., oriental rugs and carpets, furs, silver, antique porcelain and other valuable items, the insured value is understood to be sum insured agreed on a personal basis with the Insured.

## **7 Indemnification**

The Insurer indemnifies

- 7.1 in the case of a loss the insured value of the relevant part or component of the insured removal goods;
- 7.2 in the case of damage the repair costs necessary at the time of the insured event, together with any depreciation in value. The amount payable shall not exceed the insured value of the goods. Residual values count towards the indemnification.
- 7.3 Costs of replacing lost or damaged data stored on data carriers are not indemnified