

1.0 Scope of the insurance

1.1

The insurance shall provide cover for physical damage to or loss of the insured items as a result of an accidental incident affecting these.

In addition hereto, cover shall be provided for:

1.2

contribution to general average as well as salvage charges calculated on the basis of governing law and practice

1.3

physical damage to or loss of the insured items, caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions and/or any terrorist or any person acting from a political motive

1.4

damage or loss of the insured items caused by:

1.4.1

war of similar events and mines, torpedoes and the like, even in time of peace

1.4.2

rebellion or civil riots where weapons of war are used

1.4.3

arrest, seizure or other measure taken by government or authorities arising from risks covered under 1.4.1 and 1.4.2

2.0 Exclusions of the insurance

The insurance shall not provide cover for any damage, loss or costs caused by:

2.1

the Insured, as a result of an act or omission, intentionally or by gross negligence, having caused the insurance event

2.2

the inherent vice or nature of the insured items, including the fact that these cannot stand the normal influences during the general course of the removal

2.3

unsuitable or inadequate packaging/packing away or preparation of the insured items for a removal, unless this has been performed by the removal firm or somebody on whose behalf they are responsible

2.4

insufficient or inadequate stowing in container or other means of transport, unless this has been performed by the removal firm or somebody on whose behalf they are responsible

2.5

delay, regardless of the cause

2.6

unfitness of means of transport, container or the like for the safe carriage of the insured items. This provision shall only apply where, at the time when the insured items are loaded onto the means of transport, container or the like, the insured is aware of such unfitness

2.7

any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

2.8

the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion

2.9

arrest, seizure or other measures taken by the government or authorities in the native country of the insured

3.0 The inception and termination of the insurance

3.1

The insurance shall take effect when the insured items are handed over to the removal firm, in order to begin the removal and shall be maintained during the ordinary course of the removal, until the removal firm has made the delivery at the agreed place of destination. The insurance shall also provide cover, when the removal firm handles the wrapping and unwrapping in connection with the removal

3.2

the insurance shall not provide cover during storage, and consequently the insurance terminates immediately, when the items have entered the warehouse for storage

4.0 The interest of a third party

4.1

This insurance shall not apply to the benefit of conveyors and/or others, in the custody of whom the insured items are, or have been, left

5.0 Applicable law/Venue

5.1

This insurance shall also be subject to the consolidation act no. 726 of 24.10.1986 on insurance contracts (the Danish Insurance Contracts Act), as amended

5.2

The Maritime and Commercial Court in Copenhagen shall be the venue of all disputes which may arise under this insurance

6.0 Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

6.1

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

6.2

the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

6.3

any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

6.4

the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

6.5

any chemical, biological, bio-chemical, or electromagnetic weapon

7.0 Calculation of indemnity

7.1 Indemnity

Insofar as it is possible, the indemnity is to place the insured in the same financial position as immediately before the damage occurred (see below).

Tryg Insurance may choose between the following ways of indemnifying the loss:

7.1.1

either to pay the cost of having the insured item repaired. If the insured item does not lose its air and character, the insured cannot make a claim for decrease in value or to procure or deliver an item identical or corresponding to the insured item or to provide indemnity by paying the loss in cash

7.1.2

For items purchased as new, which are less than 2 years old and were otherwise undamaged, the indemnity provided is the replacement cost for corresponding new items

7.1.3

For items which are more than 2 years old or bought used, the indemnity is fixed to the replacement cost for corresponding new items with a reasonable deduction for decrease in value as a result of age, use, reduced utility or other circumstances.

7.1.4

For electrical appliances such as: kitchen aids, radio equipment/TV, HIFI equipment, hard white goods, vacuum cleaners, PCs with accessories, mobile phones and the like, which were otherwise undamaged prior to damage, indemnity is provided according to this table:

Age (years):	% of the replacement cost as new at the time of damage	Age (years):	% of the replacement cost as new at the time of damage
0-2	100 %	5-6	50 %
2-3	85 %	6-7	40 %
3-4	75 %	7-8	30 %
4-5	65 %	8-	20 %

7.2 Under-insurance

Where the value of the insured items exceeds the sum insured, it is a case of under-insurance, which will result in a reduction of the company's liability to pay indemnity. Where the value of the insured items is e.g. twice as much as the sum insured, this results in an indemnity of only half the loss

7.3 Documentation

In order to get indemnity it is required that the damaged or stolen items are documented or rendered probable as having been part of the removal goods, and that age and replacement cost is as stated in the notification of damage.

This may be done by where you are still in possession hereof sending receipts/bills for the purchase, purchase contract or adequate description or photos with the notification of claim