

# **SPECIAL CLAUSES FOR HOUSEHOLD AND PERSONAL EFFECTS**

## **Article 1 Insured Goods**

This Insurance shall be applied to household and personal effects to be transported for removal.

Notwithstanding the above, the following goods shall be excluded from this insurance.

- (1) any cash, notes such as check and bill, stamps, deeds, tickets, traveler's cheques and the like.
- (2) furs, jewellery, valuables, works of art such as sculptures, antiques and the like, valued over the amount listed in the policy schedule- per each or set (or the equivalent in other currencies).
- (3) automobiles, motorbikes and motorcycles.
- (4) livestock, plants and seeds.
- (5) memorial goods, private letters, collections, diplomas, licenses and the like, the value of which is difficult to prove objectively, and impossible to obtain its substitute.
- (6) manuscripts, designs, sketches, models, molds, wooden models, patterns, documents, accounts books and the like.
- (7) computer programme, data and the like which are recorded onto recording medium such as tapes, cards, floppy disks, DRAM and the like.

## **Article 2 Insurable value, Insurable amount**

Notwithstanding anything contained herein to the contrary, insurable value for goods per each or set shall be the actual cash value of its item at the place and time of departure. The amount insured for item per each or set should be specified within a packing list as attached hereto.

## **Article 3 Commencement and Termination of Insurance**

(1) This Insurance (coverage against War and Strikes Risks Insurance attaches and terminates subject to the provisions contained in the respective Institute Clauses) attaches from the time the goods are first moved in the warehouse or at the place of storage (at the place named in this policy) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continue during the ordinary course of transit and terminate either;

- (i) on delivery of the goods to the place named in the Policy, or
- (ii) on the expiry of 90 days (or 30 days in case of air transportation) after completion of discharge overseas of the goods hereby insured from the overseas vessel (or aircraft) at the final port (or airport) of discharge, whichever shall first occur.

(2) Further to the preceding paragraph (1), it is hereby understood and agreed that this insurance shall remain in force;

(a) during the goods hereby insured are packed, dismantled, unpacked, installed and/or being under any other works named in this policy in case the forwarder undertakes such works before and/or after the transit of the goods or in any intermediate warehouse for maximum period of 30 days counting from the commencement of such works.

(b) during the goods hereby insured are stored other than in the ordinary course of transit at an intermediate warehouse before loading to or after discharging from the overseas vessel or aircraft. It is also agreed that the period for storage shall not exceed 90 days counting from when the goods are delivered to such warehouse. In case the period for storage exceeds 90 days, this insurance shall be suspended and reattaches when the goods hereby insured are first moved in such warehouse for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for transportation.

(3) The provision of paragraph (1) section (ii) of this article is deemed to prevail over paragraph (2).

## **Article 4 Exclusion**

In addition to the exclusion defined in the Institute Cargo Clauses (A),

(1) This company shall not be liable for

(i) loss or damage due to moth, vermin, wear, tear and gradual deterioration

(ii) loss or damage by climatic or atmospheric conditions or extremes of temperature

(iii) claims for missing items unless a valued list of contents is supplied by owner prior to commencement of transit.

(iv) personal effects which are carried by owner.

(v) loss of or damage due to mechanical, electrical or electronic breakdown &/or derangement unless there is evidence of external damage to the insured item or its packing.

(vi) any loss, damage or expenses due to out of tune, looseness of strings and natural disorder to musical instruments.

(vii) damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods

(viii) loss or damage by flood in the Netherlands and/or Thailand

(ix) loss or damage directly or indirectly by earthquake, volcanic eruption and/or accidents (including tidal waves and fire) arising therefrom while the goods are stored at the intermediate premises and/or warehouse.

(2) This Company's liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon.

(3) This company shall not be liable for loss or damage which has been found

(i) over 180 days after the goods are delivered at the final destination named in the policy and/or,

(ii) over 210 days after completion of discharge overseas from the overseas vessel (or aircraft).

#### **Article 5 Payment of Claim**

In the event of loss of or damage to any part or parts of an item caused by perils covered by this insurance

(1) This Company shall only pay up to the insurable value or the insured amount, whichever being the lower. Notwithstanding the above, this Company shall only pay the actual cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred with the limit of amount insured of the damaged item.

(2) Even if the insured value is higher than the insured amount, Article 5-item (1) shall be applied.

(3) This Company shall cover the cost of inspection, the charges for re-packing and debris removal and the fare in connection with the delivery but within the above limitation listed in the policy schedule.

#### **Article 6 Pair and Set clause**

Where any insured item consists of articles in a pair or in a set, this Insurance will cover the cost of replacement or repair up to the whole value of a pair or in a set which may be lost or damaged.