

# OPTIMAL

## ALL RISK TRANSIT INSURANCE

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Insurance of expatriates' belongings, furniture & vehicles during a removal

Movers



# APPLICATION FOR INSURANCE SUBSCRIPTION

## INSURANCE FOR INTERNATIONAL REMOVALS *Your goods protected with a quick and maximum payment.*

<p><b>Why subscribe an Insurance?</b></p>	<p><b>We have installed a specific program of insurance covering removals.</b> Even if you confide your goods to a professional remover, there is still a risk of damage and/or loss during the transport, since these goods are exposed to the risks of international carriage. Therefore it would be better to subscribe a personal insurance with your remover in order to obtain a cover proportionate to the furniture and belongings you have declared, since in the case of a claim, the remover's liabilities are very limited.</p>
<p><b>Upon which basis am I guaranteed?</b></p>	<p><b>Our insurance aims at covering all your belongings,</b> including the means of transportation during international carriage, for <b>all risks, door to door without deductible</b> with some exclusions and conditions. They are covered according to the terms and conditions of the policy subscribed by your remover. If need be you can claim and benefit from this policy, within the limit of your declarations, according to the terms and conditions that you accepted. If the country of destination has an unstable political climate, please check with your remover whether an additional guarantee covering strikes and riots has also been subscribed. You can also cover the risks of wars and mines for sea transport, please check with your remover whether this guarantee is already included in your policy.</p>
<p><b>No more "bad" Surprises</b></p>	<p><b>Your household goods should be insured for their full replacement value in the country to which you are moving.</b></p> <p>Only the items declared on the valued inventory will be insured for the amount indicated. In case of a claim, the insurer will only pay the cost of repairs or replacement of the lost or damaged items. If some of your goods are lost or beyond repair, you will receive the insured value if these latter cannot be replaced by similar items for a lower amount.</p> <p>In order to help you make a list of your belongings to be shipped, please refer to the enclosed inventory form n° ❶ which tries to list the items usually found in case of a removal, with space to add other items.</p> <p>It should be borne in mind that any items which do not appear on this form will be considered as not having been insured and thus will not be indemnified, except within the limits of your remover's General Conditions in respect of his liability, if all conditions are met.</p> <p>As stated above, the estimation of the value of your belongings and furniture should be as close <b>as possible to its replacement value at destination</b> in order to avoid any problems (please refer to the standard of living in the country of destination).</p> <p>Please take care not to value an item at half its real value since the Insurer's indemnity for repairs may also be reduce by half, also, if the repair costs are more than the individual value covered, the insurer will pay the amount covered after deducting the residual value of the damaged item.</p> <p>In case of theft, the indemnity paid will correspond to the insured value of the item. Nevertheless, the insurer will endeavour to take into account your willingness to value your furniture and belongings at best.</p> <p>As regards vehicles which you have valued yourself, you have the choice of determining the insured value at your discretion and reserving the right to evidence the reality of the declared value to benefit from an indemnity in compliance with the loss truly suffered. It is preferable to insure in accordance with a replacement value. Here again, an under-valuation would entail the application of an average as explained above.</p> <p><b>Taking into consideration all the above, we would request you fill in inventory form n° ❶ very carefully.</b></p>
<p><b>Advice through a simple call</b></p>	<p><b>We have tried to familiarise you with this product.</b> However, should you require any more information, please do not hesitate to refer to the terms and conditions in the back of this form or to call <b>yours movers</b>, where we are ready to discuss this with you.</p>
<p><b>If I subscribe, what happens afterwards?</b></p>	<p><b>An insurance confirmation will be sent</b> to you as soon as the inventory form has been duly filled in, signed by you and returned to the remover.</p> <p>We already know that the remover you have chosen will do his best in order to deliver your furniture and belongings in good state.</p> <p>However, if any damages are duly noted, please follow the instructions in case of a claim.</p>

**1** Application for all Risk Transit insurance  
This is **NOT** confirmation of insurance



<b>Insured</b>	<b>Origin City, Country</b>	<b>Date Packed</b>
<b>Destination (Complete address)</b>		<b>Moving by</b> <input checked="" type="checkbox"/> <b>Land</b> <input type="checkbox"/> <b>Sea</b> <input type="checkbox"/> <b>Air</b> <input type="checkbox"/>

**Instructions :** Items not declared and valued are not insured. The full replacement value of the goods should be insured. If you do not insure for the full replacement value you will only recover a part of your loss from insurers  
**Any intermediary stay must be declared to the insurer who may choose whether or not to maintain his guarantee with an additional premium.**

A.Living Room			F.Linens-Clothing			I.Bedroom master			M.Miscellaneous		
Articles	Qty	Value	Articles	Qty	Value	Articles	Qty	Value	Article	Qty	Value
Sofas			Coats/Jackets			Beds			Typewriters		
Chairs - Ottomans			Suits			Chairs			Clocks		
Lamps & Shades			Dresses			Night Tables			Bric-a-brac		
Tables			Slacks			Dress Table/Vanity			Baskets, Plant Holders		
Radio			Sweaters			Chest of Drawers			Toys & Games		
Recorder Player Radio			Blouses			Mirrors			Fax/Phone		
TVs, Video Recorder			Skirts			Lamps			Liquor/Wine/Food		
Rugs & Carpets			Sleepwear			Curtains & Drapes			Computer/Printer		
Piano/Oth. Music.Instr.			Shoes/Boots			Bookcases			Computer Supplies		
Tape Deck/Recorder			Purses/Belts			Desks			Sewing Machine		
Bookcase/Room Divid.			Socks			Armoire/Wardrobe			Sewing Supplies		
<b>B.Dining Room</b>			Ties/Scarves			Other			Sport Equipment		
Table			Underwear			<b>J.Bedroom n°2</b>			Cameras/Lens		
Chairs			Lingerie			Beds			Misc.Camera Equip.		
China Closet			Sportswear			Chairs			Projectors/Camcorder		
Buffet			Sheets/Pillow cases			Night Tables			Books/Rec./Tape/Film		
Serv.Table/Tea Cart			Blankets			Dress Table/Vanity			Pictures/Paintings		
Lamps & Chandeliers			Quilts			Chest of Drawers			Fireplace Equipment		
Rugs & Carpets			Other			Mirrors			Bicycles		
Curtains & Drapes						Rugs			<b>N.Other (specify)</b>		
Mirrors						Lamps					
Table/Linen/Accessor.			<b>G.Basement-Garage (excluding car)</b>			Curtains & Drapes					
<b>C.Kitchen</b>			Workbench			Bookcases					
Step Stool			Tools			Desks					
Dinette set			Lawn Mower			Armoire/Wardrobe					
Electric Appliances			Garden Tools			<b>K.Bedroom n°3</b>					
Cabinets/Tables			Furniture (Patio)			Beds			<b>O.Freight shipping &amp; removal Charges</b>		
Kitchen linen			Luggage/Trunk/Brief c.			Chairs					
Dishwasher			Washing/Mach. /Dryer			Night Tables			<b>Column Sub-Total</b>		
Over/Range			Iron/Ironing board			Dress Table/Vanity			<b>TOTAL HOUSEHOLD GOODS</b>		
Microwave			Vacuum			Chest of Drawers			€		
Dishes			Other			Mirrors			<b>AUTOMOBILE</b>		
Ustensils/Cutlery						Rugs			<b>Make:</b>		
Pots & Pans						Lamps			<b>Serial No.:</b>		
Bowls, Trays, Etc..						Curtains & Drapes			<b>Non-factory installed auto accessories must be separately listed</b>		
Refrigerator/Freezer						Bookcases			<b>TOTAL AUTOMOBILE</b>		
Trash/Garbage Cans			<b>H.Bathroom</b>			Desks			€		
<b>D.China &amp; Glassware</b>			Rugs Toilet Covers			Armoire/Wardrobe			<b>GRAND TOTAL- INSURED VALUE</b>		
			Toilet Articles			Other			€		
			Medical Supplies			<b>L.Den/Family room</b>					
			Towels, Etc.			Chairs					
			Clothes Hamper			Curtains & Drapes					
			Trash Can			Sofas					
			Cabinet/Shelves			Tables					
<b>E.Silver</b>			Mirrors			Lamps					
			Razors, Hair Dryers			Rugs & Carpets					
			Misc.			Desks					
			Other			Bookcases					
						Other					
<b>Column Sub-Total</b>			<b>Column Sub-Total</b>			<b>Column Sub-Total</b>					

Please insure my shipment for € \_\_\_\_\_ which represents the replacement cost at destination the goods which I wish to insure.  
I declare to have read the **TERMS & CONDITIONS** of the applicable insurance policy and to accept them.

# INSTRUCTIONS TO FOLLOW IN CASE OF CLAIM

Before accepting your belongings, please state on the delivery receipt (form n°2) detailed exceptions, giving the exact nature, marks, numbers and quantity of the doubtful packages, and have it countersigned **IMPERATIVELY** by the representative of the company in charge, with his name and the complete references of his firm.

**IMPORTANT**, you have to request the surveyor designated on the insurance confirmation to intervene **within 5 days** (bank holidays not included) from receipt of your goods at the place of delivery, **under penalty of your claim** becoming void.

Please return the Claim Form to us (Form n° 3) duly completed within the stipulated period.

The presentation of your claim (form n°3) cannot exceed **60 days** from receipt of your first notice **immediately** sent directly to :

GATT Courtage d'assurances  
71/73, boulevard de l'Hôtel de Ville - BP 120  
93622 AULNAY CEDEX - France  
Tél : 00.33.1.48.66.18.48  
Fax : 00.33.1.48.66.59.86  
demande.info@gatt-assurances.fr

## DOCUMENTS TO SUPPLY TO THE INSURERS IN SUPPORT OF THE INDEMNITY REQUEST

- ⇒ delivery receipt and First notice (2)
- ⇒ claim form (3)
- ⇒ packing-list
- ⇒ original of the transport document (s)
- ⇒ estimates or/and repairs invoices and/or replacement invoices
- ⇒ original of the survey report
- ⇒ a no delivery certificate issued by the Carrier responsible for this loss.

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## DELIVERY RECEIPT and First notice of loss and/or damage Letter of exception(s)

Name of the last carrier :

Full Name

Address

Country

*Received today the totality of my household goods and personal effects.*

shipper has not reported any damaged or missing items.

**Please return this document by FAX or MAIL if necessary - "IMMEDIATELY" - to Movers**

If necessary

Following the delivery of my belongings at \_\_\_\_\_ and in the presence of your staff, I would like to notify that, in accordance with my Insurance Policy, damage and/or loss were reported on my goods when they were under your responsibility.

Considering the short period in which to make this notification, I request you to come to my house in order to make a joint report.

I am at your disposal to agree upon a date (phone number \_\_\_\_\_).

However, if my request was not follow up, I reserve the right to make any recourse to obtain the repair of my material loss.

Comments :

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## GETTING TO KNOW THE TERMS AND CONDITIONS OF THE POLICY

Applicable law : this agreement is governed by French law according to the law of 30/06/1983 amended on 16/02/1990, 22/10/98 and 01/07/02 for maritime carriage, law of 25/10/1990 for air carriage, law of 07/11/1990 amended on 3/11/1993 for land carriage. The terms and conditions are those of the policy subscribed by the remover on behalf of his customers and include both the General and Specific Conditions which are only partially included in this document

This insurance applies within the limits of the insured journey, to goods when they are carried or taken charge of by professionals, carriers or transport auxiliaries, in compliance with recognised trade practices.

It applies to goods which have been prepared, packaged or conditioned for carriage by a professional.

Unless otherwise agreed, the insurance commences at the moment the insured goods leave the premises at the extreme point of departure of the insured journey and terminates at the moment they enter the premises of the consignee, its representatives or assigns at the place of destination of the said journey. Any premises where the goods are stored at their arrival are deemed to be the premises of the consignee, its representatives or assigns, whether or not they belong to them.

Any delivery taking of the insured goods by the insured or by any other beneficiary of the insurance, their employees, representatives or assigns, prior to the moment when the policy ought to terminate puts an end to it.

Any intermediary halts should be previously declared to the insurer who will have the choice of whether or not to maintain the cover, through an excess premium to be determined, in order to avoid a breach of cover.

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### 1 – Insurance : all risks

Goods covered : personal chattels and furniture, antiques, fine arts, automobiles, boats, motorcycles, folding caravans and trailers.

The insurers are liable for the costs of repairs of the replacement of damaged or lost parts.

For used goods, new spare parts shall be reimbursed in proportion to the value as new of the insurance value (wear and tear rate applied).

The loss of all or part of a package is borne by the insurers only if traces of break-in or breakages have been established. The disappearance of one or more complete packages is only borne by them upon presentation of a certificate or any other document establishing the definitive non-delivery, issued by the third party deemed to be liable.

Fragile objects are covered for 30% of the value of the furniture and belongings being removed, in excess, the insured must request the insurer or its representative for a full coverage of the value of goods liable to breakage, by way of an excess premium to be determined.

Goods packaged by the client are covered apart from breakage, scratches, cuts, stains and tears of the client's goods who has packed them himself, unless the damages have been caused by fire, grounding of the vessel, collision or capsizing of the vessel. Claims for object missing from boxes packed by the owner are also excluded unless the content of each package the has been listed listed by the remover prior to the performance of the calage.

When there are a pair or a group, the insurer will reimburse the lost or damaged part, i.e. the intrinsic value of the object. No payment will be made for articles which have not been damaged.

Car radios are covered if there is a specific declaration at the time of subscription, with a separate value. Only the original tools will be covered with the car insurance, subject to these being locked in the boot. In case of additional tools, they must be specially mentioned to the insurer at subscription. Damages borne by the insurer are those resulting from the comparison of the "check-up" documents drawn up jointly with the owner and the shipper or its representative at departure and arrival.

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### 2 – The insurance does not apply :

1/ to the liability whatever may be the grounds which the insured or any other beneficiaries of the insurance may incur, either by their fault or the fault of the insured goods, as regards third parties or contracting parties, for damages other than those in the policy;

2/ to goods being the subject of a prohibited or illicit trade.

Unless otherwise agreed and a special premium provided in the Specific Conditions, the following goods are excluded from cover :

- jewels, pearls and precious stones, jewellery, currencies, precious metals, bank notes, shares, coupons, securities of all sorts, curiosities or collector's items, documents and samples whose market or contractual value exceeds their intrinsic value ; live animals, food and perishable goods, goods classified as dangerous by the conventions, laws or regulations in force and packaging.

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### 3 - Exclusions :

Damages and material losses, losses of weight or quantity suffered by the insured goods and resulting from the following, are excluded :

1/ confiscation, putting into escrow, requisition, breach of a blockade, smuggling, conservatory arrest or other attachments, the insurer also remaining foreign to any bail which may be supplied to release the insured goods ;

2/ intentional or inexcusable faults committed by the insured and any other beneficiaries of the insurance, their employees, representatives or assigns ;

3/ inherent defect of the insured goods, in particular, furniture which is timeworn, worm-eaten, previously repaired, the stuffed parts of seats and furniture resulting from use of the fittings, cloth, leather, etc..., added ornaments, watertight containers, out of order and/or broken down objects, worms and vermin, unless this relates to a contamination which occurs during the insured journey, the influence of the weather, unless it occurs from an accidental depressurisation of the aircraft ;

4/ absence, insufficiency or maladjustment :

- of the preparation, packing and packaging of the goods.

of the stowage or lashing of them when effected by the insured, its representatives or assigns ;

5/ delay in the dispatch or arrival of the insured goods unless the consequence of a shipwreck, capsizing or grounding of the vessel or of the boat, crash of the carrying aircraft, collision of this aeroplane with another aeroplane; fire or explosion ; collision or shock of the vessel or boat against a static, mobile or floating object including ice ; falling aircraft ; leak obliging the vessel or the craft to go into a safe port to discharge all or part of its cargo ;

6/ arms or equipment intended for nuclear explosion ;

7/ a- civil or foreign war, hostilities, reprisals, torpedoes, mines and any other arms of war, and generally any accidents and misfortunes of war, as well as acts of sabotage or terrorism having a political nature or related to war ;

b- seizures, takes, captures, arrests, attachments, restraints, molestation, or detention by any governments or authorities ;

c- riots, political uprisings, strikes, lock-outs and other similar actions ;

d- piracy having a political nature or related to war.

The following claims are formally excluded from the cover : any claims for loss of value subsequent to repairs, unless a guarantee covering depreciation has been subscribed ; punitive damages, intangible damages, scratches, abrasions, rust and oxidation on second-hand cars. In particular, the exclusions listed above are shown as an indication without in any way constituting a derogation pursuant to the terms of the policy subscribed by the remover.

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#### **4- Duties of the insured and the other beneficiaries of the insurance.**

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The inventory form (a detailed inventory with figures) must mandatorily be remitted to the insurer prior to the commencement of removal operations.

The insured value must be evidenced in case of a claim. Objets d'art and curiosities, as well as those whose value is only contractual, must be the subject of a detailed inventory and will be covered by Special Conditions according to their nature and value.

At the time of entering into the contract, the insured must accurately represent all circumstances known to him, which may be required for the insurer to appreciate the risks he is covering. In the same way, he must represent to the insurer, as soon as he has been informed, any aggravation of risk which has occurred during the period of the contract

The insured, its representatives and all the beneficiaries of the insurance must also take reasonable care of everything related to the goods. Similarly, they must take all conservatory measures in view of preventing or limiting damages and loss. In case of breach of these obligations, the insurer may substitute himself for them to take the necessary steps in the situation, without for all that acknowledging that his liability is incurred.

The insured, its representatives and all the beneficiaries of the insurance must also take all measures to retain their rights and recourse against the carriers or any other third parties liable and to allow the insurer, as the case may be, to initiate and pursue any actions he may consider necessary. If through the fault of the insured, the insurer may not exercise his recourse, the loss suffered will be deducted from the insurance indemnity.

The consignee must, at the arrival of the goods at the place of destination of the insured journey and when their state justifies it, request the intervention of the surveyor from the Comité d'Etudes et de Services des Assureurs Maritimes et transports de France (CESAM) or, if not, of any organisation indicated under "Commissaire d'Avaries" in the specific conditions, in view of a joint survey. The request must be made within 5 days of the cease of guarantee not including bank holidays.

The insurer is entitled to dismiss the claim when the reports have not been carried out as stated in the previous paragraph. The intervention of the recommended surveyor always takes place subject to the terms and conditions of the policy. Their cost and fees shall be paid by the consignee and fully repaid by the insurer if the damages and losses established come, partially or totally, from a risk covered and this, even if it would be bound to pay, by reason of these costs and fees, an amount superior to the value insured.

If the insured does not follow up the surveyor's claims, a lapsed report will finally be submitted. If the indemnity must be determined after the submission of this report, the amount of the corresponding fees note will be automatically deducted from the indemnity to be paid.

The report drawn up, in agreement with the consignee, by the surveyor has, between the parties, the power of a joint amicable survey, the aim of which is to determine the nature, cause and inventory of the damages and loss.

In case of counter-survey, this must take place jointly within 15 days following the survey.

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#### **5 – Abandon.**

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However, the insurer may propose the abandon of the insured furniture and belongings if the amount of material damages and loss reach at least three-quarters of the insured value.

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#### **6 – Miscellaneous.**

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The indemnity owed by the insurer is payable in cash 30 days, at the latest, after the delivery to the insurer of all the required documents.

No one may claim benefit from this insurance if they cannot evidence having suffered a loss.

Any indemnity received from any liable person and having to benefit the insured, the shipper, the consignee or their representatives or assigns, will come in deduction from the amounts owed by the insurer, in proportion with the respective rights of each party.

Subrogation :

The insurer who has paid the insurance indemnity is subrogated in all the rights and recourses of the insured against any liable entities.

Statute of limitations :

Actions generated by this insurance policy are time-barred after two years.

Jurisdiction :

The insurer may only be summoned before the Tribunal de Commerce (Commercial Court) of the place where this policy was subscribed, namely Paris.

**Translation for information purposes only. In case of dispute, the French text will prevail.**

Société de courtage en assurances

Sarl au capital de 100 000 € | RCS Bobigny 331 110 460 | APE 672Z

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Garantie financière et assurance de responsabilité civile professionnelle conforme aux Articles L530-1 et L530-2 du code des assurances.

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