

**Important Information  
on Our Terms and Conditions  
for the Transportation of  
Personal Belongings  
(INSURANCE TERMS)**



This document contains information on the legal situation related to possible risks during transportation, the recommended insurance measures, and recovery (or recompense) in case of damage to the transported goods.

In principle, you bear the risk for your goods. However, the transporting company (carrier) is liable up to a certain limit that does not correspond to the cost for replacement of the transported goods.

If the goods are transported by ship, the owner of the goods is liable for the costs of recovery in case of damage to the ship transporting the goods. This means that without suitable transport insurance, you are risking not only the value of the transported goods, but additional incalculable costs as well.

Since several different carriers and means of transportation (road vehicles, ships, etc.) are generally used for any individual consignment, it is quite difficult to obtain compensation for damage to goods in practice, as the time at which the damage occurred (and therefore the responsible carrier) usually cannot be determined. Furthermore, all carriers have maximum liability limits as well as gross negligence clauses in place. Full compensation for (proven) damage up to the effective value of the goods is only possible if a transport insurance contract with “full coverage” has been concluded.

“**Full coverage**” includes the following risks: accidents involving transporting vehicles, loss at sea, heavy damage to the goods due to earthquakes, volcanic activity, explosions and similar hazards, loss and damage (e.g. moisture, breakage) during the insured consignment. The risks of war and strike are not covered.

The coverage specified above represents an excerpt from the AÖTB (Allgemeine Österreichische Transportversicherungs-Bedingungen, i.e. General Austrian Transport Insurance Terms). A full copy of the AÖTB can be provided upon request. Furthermore, the clause on transport insurance for personal items also applies.

In your own interest, we therefore highly recommend concluding a full-coverage transport insurance contract for your consignment, which we will be happy to organize for you at actual cost.

We use the following insurance providers:

-Uniqa Österreich Versicherungen AG

-Wiener Städtische Versicherung AG - Vienna Insurance Group

What documentation do we need from you to conclude a transport insurance contract?

- 1) A clear, written order by you to conclude a transport insurance contract for your consignment at your expense.
- 2) A detailed list (can be the packing list) specifying the individual values of all consigned goods.

All further steps are handled by us. Your personal belongings will be insured by a suitable and trustworthy international insurance provider with an excellent reputation for the entire transport from point to point.

### Our liability – as contractor and initial carrier

The transportation terms and conditions for furniture transport as well as the storage terms and conditions for furniture transport apply (copies of these documents will be provided upon request).

The carrier is liable in case of loss of or damage to the consigned goods, so long as the loss or damage occurs by fault of the carrier during the handling or transportation of the goods by the carrier.

This liability is void if the carrier is not informed in writing of visible external damage immediately upon delivery, respectively of any damages not immediately visible within 6 days after delivery of the goods.

Any claims against the carrier, irrespective of legal basis, are subject to a limitation period of six months. The limitation period begins once the beneficiary gains knowledge of the entitlement, but at the latest with the delivery of the goods.

## **TERMS AND CONDITIONS:**

Allgemeine Österreichische Transportversicherungs-Bedingungen – AÖTB 2001 gem. §4(1) – Volle Deckung; Institute Radioactive Contamination Exclusion Clause 1/10/90

Institute Extended Contamination Exclusion Clause 01/11/02,

Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause 01/11/02; clause for transport insurance of personal items (1990).

Compensation for damage occurs without consideration of any deductibles. In case of damage to a part of a consigned article, compensation will occur only for the affected part. Any claims for reduction in value are excluded.

### What to do in case of damage

Every damage case must be proven by the claimant in terms of cause and extent.

The following steps are to be taken by the customer/recipient of the goods in case of damage:

- If a transport insurance contract was concluded via our company, the responsible moving consultant must be informed about the damage immediately in writing.
  
- If a transport insurance contract was concluded and the damage exceeds EUR 2,000, the insurance appraiser specified in the insurance certificate must be contacted by the customer/goods recipient to review the consignment.
- Any available proof of the damage or lost material (e.g. records, photographs) must be provided by the claimant
- All required documents (e.g. proof of value, etc.) must be provided by the claimant

Should damage occur, we will be happy to assist you with the claims settlement.

Should you not wish to conclude a transport insurance contract, we will require a written recourse waiver.

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