

## EXTENDED PROTECTION PROGRAM (EPP)

### Terms and Conditions

In consideration of payment to us of the charge stated on the "Booking Order" which describes the scope of our work and services, we agree to accept responsibility for actual physical loss of or damage to Protected Property as defined herein subject to the following terms and conditions:

**Protected Property:** *Protected Property* is Household Goods, Personal Effects, Antiques, Fine Arts and Motorized Vehicles which you own and which is declared and valued in the "Application for Protection" and "Confirmation of Protection." Pre-existing damages need to be noted at origin by Packing Agent.

**Protection:** We agree to accept responsibility for actual physical loss of or damage to Protected Property while in our care, custody, or control or while in the care, custody or control of our agent(s) or our contractor(s), subject to these terms and conditions.

**Non-Professional Packing Limitation:** There is no Protection for loss or damage consisting of breakage, scratching, denting, chipping, staining and tearing of Protected Property not packed by us or our agent(s) or our contractor(s) unless directly caused by fire, stranding, sinking or collision of the carrying vessel, or by crash, collision or by overturn of the carrying aircraft or of the carrying land conveyance. There is no Protection for any Protected Property claimed as missing from a carton, package or container not packed by us, our agent or our contractor. Cartons, packages or containers not professionally packed by us or our agent or our contractor will be marked "PBO" (Packed by Owner) on our Packing Inventory.

**Declared Value:** It is a condition of this Protection that you shall declare the full replacement value at destination of all Protected Property prior to the commencement of the transit. Failure to do so will diminish any payment by the proportion the actual full replacement value bears to the Declared Value. (Items not declare and valued are not covered).

**Customer Retention:** This Protection is in excess of any amount indicated on the Confirmation of Protection as your retained amount, which amount shall be deducted from any claim for loss or damage. If no amount is indicated, we agree to accept responsibility for loss of or damage to Protected Property as defined.

**Other Protection:** This Protection does not apply in the event there is any other protection or any insurance available for Protected Property. If there is other protection or insurance available, this Protection shall only apply to any excess value of the lost or damaged Protected Property remaining after all other protection or insurance is exhausted but only up to the Declared Value. However this Protection shall not apply due to your inability to recover under any other protection or insurance for any reason whatsoever.

### Principal Limitations

#### **We do not agree to accept responsibility for:**

- ◆ Consequential loss (*and any losses that are not directly associated with the incident that causes a claim, unless specifically stated in this Policy*).
- ◆ Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions (see optional coverage), perishables, sentimental value, inherent vice, vermin, moth damage, wrinkle cloth, loss in value, loss of data
- ◆ Scratching, denting or marring of any automobile or camper, unless we or our agent or our contractor and you or your representative both agree and sign a "Certificate of Condition" or similar document stating the condition of the automobile or camper prior to the commencement of the transit, noting all defects. There is no Protection for loss of or damage to non-factory installed accessories in or on the automobile or camper not specifically declared and valued or for any property packed, stored or contained in the automobile or camper.
- ◆ Loss of data from any CD Rom, floppy disk or other means of electronic storage.
- ◆ Any loss, damage, expense or liability of whatever nature arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

#### **We do not agree to accept responsibility for loss or damage arising from:**

- ◆ Mold and/or mildew (see optional coverage)
- ◆ Electrical, electronic and/or mechanical derangement
- ◆ Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions, perishables, sentimental value, inherent vice, vermin, and/or moth damage, wrinkle clothing, loss in value, delay, loss of data *and any losses that are not directly associated with the incident that causes a claim, unless specifically stated in this wording(Consequential loss)*.
- ◆ War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint, or detainment (piracy excepted) and the consequences thereof or any

attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war EXCEPT whilst the Protected Property is loaded on an overseas vessel or aircraft. Protection shall cease in respect of these perils when the Protected Property has been discharged, or after 15 days following arrival of the vessel or aircraft at the port/airport of discharge, whichever shall first occur. However, there is NO protection for loss or damage arising from the use of weapon(s) of war employing atomic or nuclear fission or fusion.

- ◆ Any terrorist or any person acting from a political motive.
- ◆ Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- ◆ The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause 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.
- ◆ Jewelry, precious stones, furs and other valuables, unless specifically declared and valued prior to transit. Any such items are subject to an overall limit of US\$5,000 per shipment. **Proof of valued and ownership will be required in the event of a claim.**
- ◆ Monies, Securities and papers of value are excluded absolutely.
- ◆ Any automobile or camper while operating under its own power, except where necessary while on the premises of the port or airport or while being driven by an authorized driver in our direct employ or an employee under the direction of our agent or our contractor.
- ◆ Undamaged parts of a pair or of a set. There is no Protection for parts of a pair or of a set which do not suffer physical loss or damage (see optional coverage).

### **General Conditions**

1. **Declared Value:** Protected Property must be declared for value either by:
  - a. A written full valued inventory showing the replacement value at destination of each item shipped, (items not listed or value are not protected) or
  - b. If no written valued inventory of each item shipped, the full replacement value at destination of the total Protected Property, but in no case less than an amount equal to the total net weight of the Protected Property at US\$12 per lb. plus the separately declared value of any item, pair or set with a value excess of US\$1,500. There is no protection for any item, pair or set with a value excess of US\$1,500 unless it is separately declared and valued.

Items with individual value above US\$1,500. will require proof of value (appraisal or invoice) in the event of a claim. Clothes, shoes and/or handbags with individual values at or above US\$1,500 will require proof of purchase.

2. **Valuation of Motorized vehicles etc.:** Motorized vehicles, campers, boats, motorcycles and trailers must be declared and valued at their full cost of replacement at destination with another of the same year, make, model and condition.
3. **High Value Items above US\$5,000:** Items valued at or above US\$5,000 will require a conditions report from Origin or photos to document the conditions before packing. If this information is not provided, high value items could be limited to a settlement of US\$1,500 in the event of a claim.
4. **Duration of Obligation:** This Protection begins when we or our agent or our contractor have received and accepted the Protected Property, and only after we have agreed to accept responsibility for loss of or damage to the Protected Property under the terms and conditions of this Protection, and continues during the ordinary course of the transit until the Protected Property is delivered to the final destination specified on the Confirmation of Protection. If our crew or a crew operating under our direction or the direction of our agent or our contractor professionally unpacks the Protected Property, this Protection continues for a period of 14 days after delivery of the Protected Property to the final destination. If we or our agent or our contractor are instructed to hold, store or delay transit of the Protected Property short of the specified destination, we will extend this Protection for such period up to a maximum of 365 days from packing date (at origin and/or destination) (no self-storage unit coverage), after which any further period will require an additional charge. The additional charge must be received by us prior to the expiration of the initial 365 day extended period of Protection. If transit of the Protected Property is not arranged on a door to door basis, this Protection ceases when the Protected Property is no longer in our or our agent's or our contractor's care, custody or control.
5. **Claims Notification:** In the event of loss or damage which may give rise to a claim under this Protection you must give immediate notice to us or to **Willis Relocation Risk Group** in no event later than 30 days after delivery of the Protected Property. You must present your fully documented claim in its entirety to us or to Willis no later than 60 days after the

original notification of your intent to file a claim. Failure to provide either the required notice or to submit a fully documented claim will stop you from receiving payment under this Protection.

6. **Claims Adjustment:** As a condition of this Protection, we may, in whole or in part be entitled to repair or offer appearance allowance for loss or damage. . Proof of ownership, or value or original receipts or appraisals for an item claimed as lost or damaged. If this is not provided we have the right to limit liability. Where settlement amounts to the full protected value of a damaged article, we reserve the right to salvage such article as property of the insurers.

Appearance allowance will be offer for items that do not constitute a constructive total loss but cannot be repaired.

**Maximum liability of US\$1,500 for missing cartons if value and contents cannot be proven.**

7. **Fraud: If the Insured or anyone acting on its behalf makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other lie, the Insured shall not be entitled to any benefit under this policy whether in respect of the fraudulent claim or otherwise. The Insurer shall be entitled to recover from the Insured any amounts already paid in respect of the fraudulent claim**

8. **Waiver and Assignment:** In consideration of this Protection, you waive any and all direct or indirect claims against us and our agents and our contractors related to loss or damage to the Protected Property except as protected under these terms and conditions. Upon payment for any loss or damage under this Protection, we will automatically be assigned all your interest in any claim against any other party to seek recovery for the loss or damage. You agree to fully cooperate with us in providing testimony, statements, documents, etc., as necessary for the pursuit of such recoveries.

9. **General Average/Salvage/Collision:** We will defend you against marine claims for contribution in General Average, Salvage or contractual "Both to Blame Collision" clause liabilities, up to the Declared Value, except for those arising from a cause not protected by these terms and conditions, according to the contract of carriage, applicable law and practice, by counsel we select. We will decide whether to defend such claims or to settle them. If we decide to settle such claims we will pay such settlements or proper claims determined against you.

10. **Termination of Transit Clause:**

**Termination of Contract of Carriage:** If the transportation of the Protected Property is terminated at a point short of the final destination specified on the Confirmation of Protection for a reason beyond our control, this Protection likewise terminates simultaneously unless we agree to continue the Protection in exchange for payment of an additional charge.

**Forwarding:** If the transportation of the Protected Property terminates resulting from a cause protected herein, we will pay, up to the Declared Value, for the reasonable charges to unload, sort and forward the Protected Property to the final destination specified on the Confirmation of Protection.

11. **Preservation of Protected Property:** In the event of any loss or potential loss or damage that might be subject to this Protection, you must promptly take all reasonable steps including legal suit at your expense to avoid or minimize such loss or potential loss or damage. You must also protect any rights against any other parties who may be responsible for any loss or damage. We will reimburse you the reasonable costs of such actions properly taken, subject to any applicable Customer Retention.

12. **Reasonable Dispatch:** It is a condition of this Protection that you shall act with reasonable dispatch in all circumstances within your control.

13. **Service of Suit Clause. This insurance shall be governed by and construed in accordance with the laws of England & Wales. Any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the courts of England & Wales**

14. **Optional Protection Enhancements:**

In the event you elect to purchase any of the following additional protections in the Application for Protection, this Protection shall apply to Protected Property professionally packed by us, our agent or our contractor in accordance with the corresponding following terms and conditions:

**MOLD AND/OR MILDEW (EXCLUDING MOTORIZED VEHICLES):** We agree to accept responsibility for actual physical loss of or damage to Protected Property caused by mold and/or mildew. However, we will not accept responsibility for an amount greater than 75% of the Declared Value of the Protected Property.

**ELECTRICAL, ELECTRONIC AND/OR MECHANICAL DERANGEMENT (EXCLUDING MOTORIZED VEHICLES):** We agree to accept responsibility for actual physical loss of or damage to Protected Property caused by electrical, electronic and/or mechanical derangement up to the declared value of each lost or damaged item, provided the lost or damaged item is not more than 6 years old at the commencement of this Protection.

**PAIRS AND SETS:** In the event of actual physical loss of or damage to part(s) of a pair or of a set, this Protection extends to the reasonable and fair diminution in value of the remaining part(s) due to an incomplete pair or set. In the event of a claim for actual physical loss of or damage to any part(s) of a pair or of a set, we may determine to pay the declared value of the entire pair or set in which case, at our option, the remainder of the pair or set becomes our property.

**TERRORISM:**

1. The exception in this Protection for loss or damage arising from Terrorism will not apply to, and we agree to accept responsibility for actual physical loss of or damage to Protected Property caused by an act of terrorism during the ordinary course of the transit and before the Protected Property is delivered to the final destination specified on the Confirmation of Protection, but under no circumstances shall we agree to accept responsibility for any loss or damage caused by terrorism using chemical, biological, bio-chemical or electromagnetic weapon(s), or the use or operation, as a means for inflicting harm of any computer, computer system, computer software program, computer virus or process or any other electronic system.