



**UDENRIGSMINISTERIET**  
MINISTRY OF FOREIGN AFFAIRS OF DENMARK

# **INSURANCE CONDITIONS**

**Advisers employed by the Danish Ministry of Foreign Affairs (DANIDA) or through the Deployment for Peace and Democracy:**

Insurance for Removal of Goods, Bagage and Catastrophe.

This insurance covers damage to

- removal of goods where the Ministry of Foreign Affairs (MFA) pays freight costs for the assignment, recall or transfer of seconded staff worldwide in accordance with the conditions below.
- baggage concerning advisers for the Ministry of Foreign Affairs/Danida and the Deployment Facility for Peace and Democracy (DFPD)
- catastrophe cover concerning the Ministry of Foreign Affairs (Danida) and the Deployment Facility for Peace and Democracy (DFPD).

The insurance is handled by TRYG A/S, Klausdalsbrovej 601, 2750 Ballerup, +4570112020

### Persons covered by the insurance

The group insurance covers the advisers employed by the Ministry of Foreign Affairs of Denmark, (Danida) or through the Deployment Facility for Peace and Democracy (DFPD).

If the advisers have been allowed to bring along their spouses/cohabitees and children to the country of employment, they shall also be covered by the insurance, for children until they reach the age of 21 provided that they have permanently address together with the adviser.

A spouse or partner is not covered if he or she is covered by an insurance through his/her job at the duty station.

Movement within the site/post is covered provided MFA has initiated the removal. If the move is private and not paid for by MFA, the insurance does not cover it.

The insurance takes effect when the insured objects are handed over to the removal firm to begin the removal and continues during the normal course of the removal until the removal firm has made delivery at the agreed destination. The insurance also covers packing and unpacking carried out by the removal firm in connection with the removal.

Damage to household effects which have been stored and paid by MFA and where it can be assumed that this occurred in connection with or during the removal is also covered.

Damage to items brought for other households is not covered by this scheme, as items from other households may not be included in the move.

Transport of goods	
<b>Insurance sum DKK 700.000</b>	
Transport of goods	Damage to removal of goods where the Ministry of Foreign Affairs pays freight costs for the posting, recall or transfer of assigned staff worldwide in accordance with the these conditions.
Insured items	Removable property, motorcycles, valuables and personal effects belonging to the person assigned and the advisors family during transport to the place of employment and return after end of contract.  The insurance does not cover jewellery, orders and other valuables of precious metals.

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	<p>Silver cutlery and other silverware (excluding jewellery) may be covered provided the following precautions are taken:</p> <p>A specification of the value of each item is submitted to the Supplier before the risk commences.</p> <p>The silverware shall be handed over separately to the removal firm for unpacking.</p> <p>On receipt at destination, in the event of a claim, a note shall be made on the consignment note and the damage shall be reported immediately to both the supplier and the carrier.</p>
Scope	<p>The insurance covers shipments against total loss, fire, theft and damage resulting from an accidental incident during 'house-to-house' transport. Accidental event means any extraordinary event (occurring during transport) which could not have been foreseen at the time the insurance was taken out. Also during stay and storage during transport. However, this cover shall be subsidiary to any private insurance (home or family) taken out by the staff member.</p>
During storage in connection with transport of goods until final destination is reached	DKK 700,000
During transit stay in one and the same warehouse, quay, railway station or other location during the insured transports.	DKK 700,000 Stay in warehouse after release beyond 60 days must be notified to the supplier.
War risk	<p>Covered at present under Conditions of war. For land transport, World Wide</p> <p style="text-align: right;">DKK 700,000</p>
Baggage insurance	DKK 100,000
Catastrophe	DKK 500,000
Own risk for motorcycles	DKK 5,000
Insurance conditions	<p>The current version of:</p> <ul style="list-style-type: none"> <li>• Extended Danish Terms and Conditions.</li> <li>• Danish Strike Conditions</li> <li>• Danish War Conditions</li> <li>• Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause</li> </ul>

If damage occurs during the move, both the Supplier and the carrier must be notified immediately in writing of the nature and extent of the damage.

As soon as possible thereafter, all relevant documents and an inventory of missing or damaged effects and their value shall be forwarded to the Supplier.

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In the event of damage/loss, compensation shall be calculated as the replacement cost of equivalent new items, with reasonable deduction for age, use, reduced usefulness or other circumstances, in accordance with the depreciation rules in force from time to time in the private sector.

### **Scope of insurance**

The insurance covers physical damage to or loss of the insured objects as a result of an accidental event affecting them. Accidental event means "any extraordinary event (occurring during transport) which could not have been foreseen at the time the insurance took effect".

In addition, the following are covered:

- contributions to the general average (common average) and salvage calculated in accordance with the applicable law and practice
- physical damage to or loss of the insured objects caused by persons participating in strikes, lockouts, other disturbances, riots and/or by terrorists or persons acting from political motives
- damage to or loss of the insured objects as a result of:
  - war or warlike events as well as mines, torpedoes and the like, even in peacetime
  - riots or civil disturbances in which weapons of war are used
  - arrest, seizure or similar measures taken by governments or authorities as a result of events covered by the above

The scheme does not cover during storage in the advisers home country, i.e. the scheme ends immediately when the items are included in a warehouse for storage in the advisers home country.

### **The following are not covered:**

The insurance does not cover damage, loss or costs resulting from:

- the insured person has caused the insured event by an act or omission intentionally or through gross negligence.
- the inherent nature of the insured objects, including their inability to withstand the normal stresses and strains of the move.
- unsuitable or defective packing/unpacking or preparation of the insured objects, including liquids, for removal, unless this has been carried out by the removal company itself or someone for whom it is responsible.
- unsuitable or defective stowage in the container or means of transport, unless this has been carried out by the removal firm itself or by someone for whom it is responsible
- delay, whatever the cause.
- the unsuitability of the means of transport, container or similar for the proper transport of the insured objects. This provision shall apply only if the insured is aware of such unsuitability at the time when the insured objects are loaded into the means of transport, container or similar.
- release of nuclear energy, fission or fusion in connection with nuclear weapon explosions or nuclear weapon detonations.
- absence, absenteeism or retention of labor resulting from strikes, lock-outs, other disturbances or riots.
- arrest, seizure or similar measures taken by the government or authorities of the insured's country of origin.
- Damage to household goods that have been stored and where it can be proven that these have occurred in connection with or during moving, are also covered.
- Damages must be reported immediately and no later than 7 days from delivery to the address.

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- Unpacking of delivered moving goods must be done as soon as the moving goods have been delivered, as the right to report damage is lost after 7 days. Any damaged goods must not be disposed of before this has been agreed with the supplier.
- Damage to items brought for other households is not covered by this arrangement, as items from other households may not be included in the move.

### Specific exclusions

The insurance does not cover - notwithstanding other provisions of these conditions - damage, loss, costs or liability which are a direct or indirect consequence of or arising from:

- Ionising radiation or radioactive contamination caused by nuclear fuel, nuclear reaction or nuclear waste.
- radioactive, toxic, explosive, or other contaminating properties of nuclear facilities, nuclear reactors, or other nuclear installations and components thereof.
- weapons or other devices employing atomic energy or nuclear fission and/or fusion or other similar reaction or radioactive force or substance.
- radioactive, toxic, explosive or other contaminating properties of any. radioactive substance. This exemption does not cover radioactive isotopes, other than nuclear fuel, when such isotopes are produced, transported, stored or used commercially in agriculture, medicine, science or for other similar peaceful purposes.
- chemical, biological, biochemical or electromagnetic weapons.

### Reimbursement statement:

- As far as possible, the compensation should put the insured in the same financial situation as immediately before the damage occurred (as described below):
- The supplier can choose between the following ways to compensate the loss:
- either pay what it costs to have the insured item repaired. If the insured object, including in particular works of art, does not lose its character and appearance, the insured person cannot claim for loss of value or obtain, or deliver, an object identical or similar to the insured object or compensate by paying the loss in cash
- For items purchased as new, less than 2 years old and otherwise undamaged, the replacement cost of equivalent new items shall be reimbursed.
- For items more than 2 years old or purchased second hand, the replacement cost of equivalent new items shall be paid, with a reasonable allowance for any depreciation in value due to age, use, diminished utility or other circumstances.
- For electronic appliances such as: kitchen appliances, radios/TVs, HIFI equipment, white goods, vacuum cleaners, PCs with accessories, mobile phones and similar, which were otherwise undamaged before the damage, compensation will be paid according to this table:

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

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### **Underinsurance**

If the value of the insured objects exceeds the sum insured, this constitutes underinsurance, which reduces the liability to pay compensation.

For example, if the value of the insured objects is twice the sum insured, only half of the loss will be compensated.

### **Documentation**

In order to be compensated, you must be able to prove or demonstrate that the damaged or lost objects were part of the removal goods and that their age and value are as stated in the claim.

Receipts/invoices for the purchase, purchase contract, or adequate description or photos should be attached to the claim.

### **Other**

The insurance shall not cover for the benefit of the removal firm and/or others in whose care the insured items are or have been entrusted.

### **Baggage insurance**

Claims that are handled and covered through the airline insurance are not covered by the Insurance Company (IC).

The insurance covers in connection with:

- trips between the country of residence and the place of employment
- business trips in connection with work covered by the Terms of Reference

The baggage insurance covers the advisor's personal property, including travel bags and suitcases and their contents, which the advisor takes on a covered trip, whether to be carried on or checked with the Common Carrier Conveyance. Credit cards, travel documents, passport and tickets are not covered.

The insurance covers only where the insurance event occurs during a travel that is paid by the Danish Ministry of Foreign Affairs or recipient organisations where the adviser is posted. During paid or unpaid leave the insurance does not cover. Further, the insurance covers insofar as the insurance event occurs during the general period of employment loss resulting from:

- fire
- theft
- erroneous exchange
- delayed baggage
- damage to personal effects
- baggage which are sent or carried along for personal use of the insured(s).

**Please note:** The insurance covers on a first loss basis, this means that deduction will not be made for any underinsurance in connection with settlement of claims. Indemnity for one individual item cannot exceed 50% of the sum insured and for film recordings, tape recordings, manuscripts, drawings etc., the indemnity is limited to the price of the raw material.

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## **Sums insured for DKK 50,000**

### **The insurance does not cover**

- Forgotten, lost or mislaid effects.
- Cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property that exceeds the maximum amount of DKK 6,000 (only for burglary, open theft and robbery).
- Goods under removal.
- Theft from open and/or unlocked: motor vehicle, boat, caravan, trailer or hotel room.

### **The insured's duties**

The liability to pay damages is conditional upon the insured effects being kept properly and upon the insured otherwise having been careful.

### **In case of an insurance event**

The liability to pay damages is conditional upon the following provisions being observed:

In case of theft or robbery, this shall be notified to the nearest police authority.

In connection with other damage or loss, this must be notified to the local authority (e.g. airline company, sea captain, train conductor, hotel manager etc.).

### **Dual insurance**

Where dual insurance exists, the company only covers to the extent that the adviser cannot obtain indemnity elsewhere.

### **Fraud**

If the insured or the person who is entitled to indemnity fraudulently discloses or fails to disclose circumstances of importance to the assessment of the IC liability, the right to indemnity will be forfeited.

### **Assignment of claims for damages**

No one may assign his/her rights without prior consent thereof from IC.

### **Gross negligence**

Where the cause of damage is intentionally or gross negligence on the part of the insured, IC liability to pay damages shall no longer apply.

### **Catastrophe insurance**

Catastrophe means unexpected emergencies deriving from natural disasters such as earthquakes, floods, and hurricanes, or riot or terrorist attack.

Where a catastrophe situation occurs and the adviser and his/her accompanying family, as a result of such catastrophe in the country they are staying, loose personal effects IC will pay indemnity for the effects lost following a loss assessment and the documentation necessary.

Please note that the insurance does not cover evacuation. In case of emergency the adviser should keep the nearest Danish Embassy or Consulate informed of his or her whereabouts.

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Should the need for evacuation arise, such evacuation must be carried out following consultations with the Danish Embassy or MFA in Copenhagen.

Sum for catastrophe insurance for total losses is DKK 500,000.

**Law**

In case on disagreement between the IC, MFA and/or the Adviser will be decided in accordance with Danish law.

**Place of Venue**

City court of Copenhagen, Denmark.

November 2023