

**GENERAL TERMS AND  
CONDITIONS**

**JEWELLERS  
BY EECKMAN**

Eeckman Underwriting<sup>®</sup>



## PREAMBLE

We very much appreciate the trust *you* put in *us* and take seriously *our* responsibility to insure the *items* belonging to *you* or entrusted to *you* as part of *your* professional activities.

The insurance contract before *you* is unique in more ways than one: *we* have negotiated its terms with responsible and creditworthy *insurers*. It provides advantages that distinguish it from similar available contracts.

Unless otherwise agreed in *your special terms and conditions*, this contract includes the following advantages and more particularly:

- ✓ Any *accidental physical loss or damage* is covered except where explicitly excluded. *You* therefore benefit from an "All Risks Except" policy;
- ✓ The exclusions and *your* obligations are strictly limited;
- ✓ Some exclusions may be removed on request;
- ✓ The cover granted to *you* encompasses *your items* and the *items* entrusted to *you*;
- ✓ If *you* so request, cover is granted to *you* for the *items* at *your* risk's addresse(s), during transports and sendings, during fairs, exhibitions and professional events;
- ✓ If *you* so request, cover is granted to *you* for the *items* entrusted to third parties;
- ✓ If *you* so request, cover is granted to *you* for *furniture, fixtures and fittings*;
- ✓ *You* are entitled to regain possession of a lost or stolen *item* that has been recovered.
- ✓ Additional indemnities related to covered claim and loss of profit are covered after an indemnified claim;
- ✓ The indemnity will be paid within a maximum period of 30 days following receipt of the completed and signed release form.

**Please carefully read the general and *special terms and conditions* of *your* contract.**

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## 1. COVER

Cover is granted from the time the contract is signed, and once **you** have paid the premium.

### 1.1. “All Risks Except” cover for stock and goods

As part of *your* professional activities, *stock and goods* are insured against all *physical loss or damage* that might occur during the policy period, subject to exclusions, on the basis of the rules of indemnity and subject to the general and *your special terms and conditions*.

It is understood that, in case of claims to entrusted goods to *you*, the *insurers* will not use the argument of “force majeure” to refuse the indemnification of *items* entrusted to *you*.

#### 1.1.1. At *your* risk address(es).

The cover is granted while *your stock and goods* are stored or left at one of the risk addresses and/or within any bank safe deposit vault/box within the limits laid down in *your special terms and conditions*.

#### 1.1.2. Carried or personally conveyed

The cover is granted while *your stock and goods*, are carried or personally conveyed by *you* or *your staff* outside the risk address(es) and within the limits laid down in *your special terms and conditions*.

#### 1.1.3. Entrusted to third parties

The cover is granted while *your stock and goods* are entrusted to third parties, within the limits laid down in *your special terms and conditions*.

#### 1.1.4. During transport and sending

The cover is granted while *your stock and goods* are being transported and handled for transport purposes, within the limits laid down in *your special terms and conditions*.

#### 1.1.5. At fairs, exhibitions and events

The cover is granted while *your stock and goods* are being handled, transported or localised to another risk address, at art fairs, exhibitions and events, within the limits laid down in *your special terms and conditions*.

### 1.2. “All Risks Except” cover for *furniture, fixtures and fittings*

As part of *your* professional activities, *furniture, fixtures and fittings* are insured against all *physical loss or damage* that might occur during the policy period in one of the specified risk addresses, subject to exclusions, on the basis of the rules of indemnity and subject to the general and *your special terms and conditions*.

## 1.3. Additional indemnities related to a covered claim

This section will only apply after a covered claim in accordance with previous sections 1.1. or 1.2, within the limit of the amounts mentioned in *your special terms and conditions*.

### 1.3.1. Loss of profit

The *insurers* will pay *you* the loss of *gross profit* including auditor's charges (reasonable charges payable by *you* to *your* auditors for producing and certifying any particulars or details contained in *your* books of account or other business books or document or such other proofs, information or evidence as may be required by *insurers* in connection with a claim) which can be shown to have resulted from an interruption or interference. This indemnity is subject to the following conditions:

- Any reductions in charges and expenses of the business payable out of *gross profit*, resulting from the damage shall reduce the *insurers'* liability hereunder.
- In calculating the loss of *gross profit* account shall be taken of the trend of the business and all variations in or other circumstances affecting the business, or which would have affected the business had the damage not occurred.
- If during the *indemnity period* *gross profit* shall be earned elsewhere than at the premises for the benefit of the business either by *you* or by others on *your* behalf, the amount of such *gross profit* shall be brought into account in arriving at the loss during the *indemnity period*.

It is understood and agreed that the *indemnity period* may run until after the expiry of this contract; in no circumstances however will the *indemnity period* exceed the period mentioned in *your special terms and conditions*.

### 1.3.2. Other additional costs related to covered claim

The *insurers* will pay *you* any necessary and reasonable additional expenses in respect of:

- removal of damaged *items*, including their disposal or destruction;
- limiting the extent of any *accidental physical loss or damage*;
  - ✓ closing down or protecting the premises;
  - ✓ safeguarding, moving the *items* in order to minimise the *physical loss or damage*;
- *your* personal effects or those of *your staff*, clients or visitors;
- fees for experts and counter-experts appointed to settle the claim;
- legal fees incurred by *you*.

## 2. EXCLUSIONS

### 2.1. General exclusions

The *insurers* exclude all *physical loss or damage* caused by or resulting from:

- a. any *fraud*, concealment or deliberate miss-statement in relation to any matter affecting this contract or in connection with the making of this contract.
- b. *your* willful misconduct or gross negligence. By “gross negligence” is understood:
  - An act or omission which is considered as gross negligence;
  - Drunkenness which is directly related to the loss;
  - *Fraud*, dishonesty or criminal act committed by *you*.
- c. typhoon, hurricane, cyclone, tornado, tidal wave, tsunami, volcanic eruption, earthquake, landslide, subterranean fire or other convulsion of nature only to risks on land.
- d. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, riots, civil commotions.
- e. confiscation or nationalization or requisition or destruction of or damage to *item* by or under the order of any government or public or local authority.
- f. any *act of terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss. However this exclusion does not apply :
  - where the proximate cause of the loss is theft of the subject-matter insured;
  - or when the subject-matter insured is in transit as hereinafter defined.

It is further understood that loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any *act of terrorism* is excluded.

- g. any:
  - Ionising radiations or radioactive contamination by any nuclear combustible and/or nuclear waste and/or by combustion of nuclear combustible;
  - radioactive, toxic or explosive property, or other dangerous or contaminating property of any nuclear installation, of any reactor and/or of other assemblages or nuclear components;
  - weapon or other device for which the splitting and/or the atomic or nuclear fusion, or other similar reaction, or radioactive force or radioactive material are used;
  - radioactive, toxic and explosive property, or other dangerous or contaminating property of any radioactive material.

The exclusion contained in the current paragraph does not apply to radioactive isotopes, apart from the nuclear combustible, when such isotopes are prepared, transported, stored or used for commercial, agricultural, medical or scientific purposes, or for other similar peaceful purposes.

- h. activation of any chemical, biological, biochemical or electromagnetic weapon.
- i. direct or indirect use of a computer, an electronic system, or an antivirus program whether or not intended to cause harm to an insured *item*, person or data. It is agreed that this exclusion does not apply to *physical loss or damage* covered as a result of theft, burglary, robbery, holdup or other criminal taking, even if the latter were committed by means of a computer, an electronic system, a software program, a virus or a computer process or another electronic system with the intent of causing harm solely to the *insured party* and/or to an insured *item*.
- j. loss, injury, liability, costs or any direct or indirect consequence caused by, arising from or connected to a substantiated or potential transmissible disease or the fear or threat of such a transmissible disease, as well as any act performed in order to limit or prevent such a transmissible disease.

Transmissible disease is understood to mean any infectious or contagious disease or disorder, of whatever nature or origin, i.e., a disease or disorder that may in any way be directly or indirectly transmitted from one person or animal or other contagious source to another person, animal or other source and that was caused by a virus, bacterium, fungus or mould, a parasite, or any other known or unknown micro-organism or pathogen.

- k. The *insurers* (acting directly or through reinsurance) shall not be deemed to provide cover, pay a claim or assist, to the extent that the provision of such cover, the payment of such a claim or provision of such assistance would expose it to any sanction, prohibition or restriction under United Nations resolutions, laws and regulations enacted by the European Union, or any other state imposing economic or trade sanctions.



## 2.2. Additional exclusions for *stock and goods*

In addition to the general exclusion, the *insurers* exclude *physical loss or damage* to *stock and goods* caused by or resulting from:

- a. theft or dishonesty or dishonest deception committed by:
  - any of *your* staff
  - any third party in respect of *stock and goods* entrusted directly to them by *you* or *your staff* unless such loss arises when such *stock and goods* is deposited for safe custody by *you* or *your staff* with such third party. (For clarification purposes and the avoidance of doubt it is noted that it is the intention hereunder to exclude the infidelity of the entrustee receiving the stock directly entrusted from *you*. It is not the intention to exclude infidelity of any subsequent entrustees).
- b. it being actually worked upon and directly resulting therefrom.
- c. shortage discovered at stocktaking in respect of which no claim has been previously notified, unless the loss be proved by *you* to be due to a peril covered by this contract.
- d. It being worn (except watches worn solely for the purpose of testing) or used by *you* or *your staff* or whilst in his custody for this purpose, unless in transit.
- e. theft or disappearance of or from road vehicles under *your* or *your staff's* control when such vehicles are left unattended.
- f. any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme. If the *insurers* allege that by reason of the exclusion, any loss, damage, cost or expense is not covered by this contract the burden of proving the contrary shall be upon *you*.
- g. any claim in respect of loss of property hereby insured where loss has been sustained by *you* consequent upon handing over such insured property to any third party against payment by:
  - cheque, banker's draft, or any other form of money order, where such cheque, banker's draft or other form of money order, shall prove to be false, *fraudulent* or otherwise invalid or uncollectable for any reason whatsoever.
  - cash, currency or bank notes which prove to be counterfeit, false or otherwise invalid for any reason whatsoever.
  - credit card, where the use of the same has been false, *fraudulent* or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.
- h. any loss arising directly from the insolvency, administration, voluntary arrangements with creditors, bankruptcy, receivership, or on the inability to fulfil the debt obligations or financial default of:
  - *you*
  - any third party to whom an insured item has been entrusted.

This exclusion shall not apply in the event of *physical loss or damage* following insolvency, administration, voluntary arrangements with creditors, bankruptcy, or receivership of any third party to whom *you* have entrusted insured *item* for processing or otherwise where such third party is holding the insured *item* on an allocated basis and the principle of allocation is recognized under a local law applicable to such third party.

## 3. YOUR OBLIGATIONS

### 3.1. When the policy is taken out

On the signed proposal form *you* must have declared the details of the risk precisely, transparently and fully, without making any false statements. The *insurers* have accepted their obligations on this basis, which is used to calculate the premium. Every omission, intentional inaccuracy or *fraud* in the declarations will lead to the contract being declared null and void.

*You* have declared that:

- *you* have previously been insured for *your stock and goods*;
- *you* have never been excluded from or have never been refused to obtain an insurance contract of this kind by any *insurers* whatsoever or have never incurred any cancellation of an insurance contract of this type;
- neither *you* nor *your* partners have a criminal record.
- during the last 5 years, *you* have not sustained any loss(es) or damage(s), whether insured or not, of which the amount exceeds 5% of the total sum insured under this contract.

### 3.2. From the effective date of cover

*You* undertake to:

- Notify *us* of any pertinent and lasting change in the risk that *you* have declared to *us*. The *insurers* reserve the right to adjust or cancel the policy, after the risk is modified.
- Take every reasonable measure to ensure the protection of the *items* and to maintain them in good condition.
- If *you* have means of protection as indicated in *your special terms and conditions*:
  - ✓ Keep such resources in good working order. Otherwise:
    1. Notify the installer as quickly as possible so that repairs can be carried out.
    2. Notify *us* in the event that the repair work cannot be carried out within 24 hours.
    3. Take all necessary safety measures in good faith during the entire period of the system's failure.
  - ✓ Do not alter them without *our* prior approval.
  - ✓ In the event of a failure or breakdown, take every measure necessary for the installation to be repaired and notify *us* thereof as soon as possible.

### 3.3. In the event of a claim

It is a condition under this insurance that in the event of a claim being made under this contract, *you* shall provide *us* or *our* representatives with all available information including documentary evidence, whether these be official or unofficial, of all purchases, sales, consignments and other transactions of insured *stock and goods*. This information will be utilised by *us* or *our* representatives to assist in quantifying the amount of loss claimed.

In the event that the information provided does not satisfactorily substantiate the quantum claimed, the *insurers* shall be liable only for the amount of claim accounted for. Any settlement beyond this figure shall be solely at the discretion of the *insurers*, unless otherwise endorsed herein.

Under the penalty of forfeiture of the cover, *you* undertake to:

- Immediately take all reasonable and necessary measures (at the expense of the *insurers* if the claim is covered) to:
  - ✓ Limit the extent of the claim.
  - ✓ Safeguard the *items*.
  - ✓ Maintain the possibility of recourse.
  - ✓ Allow the damage to be recorded.
- Send *us* a claim declaration within 24 hours of the discovery of the facts.
- In the event of loss, theft, disappearance or suspected malicious intent, file a complaint with the police and send *us* the reference number and copy of the police record.
- Send *us* an estimate for the loss.
- Provide *us with your* full cooperation in initiating the appropriate legal proceedings or undertake any appeal to which the *insurers* would be entitled.
- Provide all useful information and proof that could reasonably be requested.

## 4. INSURERS' OBLIGATIONS

### 4.1. Procedure for declaring a claim

In the event of a claim, we will do *our* utmost to ensure *your* full satisfaction. Please report any claim to:

- *your* broker whose contact details are mentioned in *your special terms and conditions*.
- otherwise, to *us* at the following e-mail address: [claims@eeckman-underwriting.com](mailto:claims@eeckman-underwriting.com).

If *you* feel that *your* claim has not been dealt with properly and has not been indemnified equitably, *you* are also entitled to contact other bodies – such as the *insurers*, the ombudsman or the regulatory authority. For *your* convenience their contact details are included on *our* website at [www.eeckman-underwriting.com](http://www.eeckman-underwriting.com).

The *insurers* undertake to indemnify the *insured party* within a maximum period of 30 days following receipt of the release form completed and signed by the *insured party* and, as the case may be, the restitution of the *items* for which the *insured party* was indemnified.

### 4.2. Basis of valuation for a claim

This contract is a **first loss contract** meaning that all *physical loss or damage* is indemnified up to the limits mentioned in *your special terms and conditions*, regardless of whether the amount at risk on the day of the loss would be eventually higher than the insured amount.

The guarantee shall only be granted after exhaustion of the guarantees and intervention limits offered by another insurance contract covering the same insured items.

#### 4.2.1. for *stocks and goods*

The basis of valuation shall be:

- For *your own stock and goods*, the *insurers* indemnify the cost price (being the purchased value) or the *replacement value* whichever is the greatest.
- For *stock and goods* entrusted to *you*, the *insurers* indemnify the value agreed between *you* and the third party.
- For *stock and goods* sold but not delivered, the *insurers* indemnify the sales value.  
*Your* have to provide proof of the sale.
- For sending: as above plus shipping costs.

#### 4.2.2. for *furniture, fixtures and fittings*:

The basis of valuation shall be costs of *replacement value* or repair of *furniture, fixtures and fittings*.

### 4.3. Deductible

If *you* have chosen to include a *deductible*, this will be deducted from the total compensation.

### 4.4. Ownership of an indemnified *item*

The *insurers* will become the owners of the *item* that they have fully indemnified.

## **4.5. Recovery of a lost or stolen *item***

In the event that an *item* is recovered after a claim, *we* will inform *you* in writing as soon as possible, to *your* last address provided to *us*.

In the event that *you* or the *insured party* recover the indemnified *items*, *you* or the *insured party* are to inform *us* in writing as soon as possible.

In both these cases, the insured party may buy back the item indemnified by the *insurers* within 90 days of receipt of the letter informing the insured party that the items have been recovered. The *insurers* will claim the indemnified amount, plus interest at legal rates.

The *insured party* or the beneficiary of the indemnity must produce its title deed to the *item*.

## 5. GENERAL PROVISIONS

The *insurers* will intervene only on the condition that *you* have fulfilled the obligations resulting from this contract.

For instance, if the prevention or maintenance measures imposed by this contract have not been respected, the *insurers* reserve the right to refuse to pay any compensation to the *insured party* if such failure impacts the cause or the severity of the claim.

### 5.1. Contract terms and conditions and payment of the premium

The contract is initially signed for the policy period mentioned in *your special terms and conditions*. At the end of this period, the contract will or will not be renewed in accordance with the procedures mentioned in *your special terms and conditions*.

*You* have the obligation to settle the premium *we* ask of *you* within 30 days of the inception date, or the renewal date of *your* contract, if any.

Non-payment of the premium will have serious consequences. It may in fact result in the suspension of *your* cover or the cancellation of *your* contract in accordance with legal provisions.

### 5.2. Termination and renewal

In the event of tacit renewal of the contract, *you* or *we* have the right to terminate the contract by giving at least 3 months' notice before the annual renewal date.

Any termination must be notified by registered letter sent to the last address communicated by *you* or by *us*.

The contract may be terminated in the event of a loss, either by *you* or by *us*, within 30 days following the payment of a claim or the refusal to pay a claim. In this case, the fraction of the annual premium corresponding to the period when the risk was not covered will be reimbursed to *you*.

If *your* contract is renewed, *you* explicitly authorise *us* to accept, in *your* name and on *your* behalf, the replacement of an *insurer* by one or more other *insurers* upon the annual renewal of the present contract. This possible change will be mentioned in *your* annual premium invoice.

### 5.3. Subrogation

The *insurers* are subrogated in the rights of the *insured party* up to the amount of the indemnity they have paid the *insured party*. The *insurers* undertake not to infringe on the right of the *insured party* to claim from third parties the part of the damage that has not been compensated.

## 5.4. Coinsurance

The obligations of any *co-insurers* under this contract are several and not joint with other *insurers* party to this contract. An *insurer* is liable only for the proportion of liability it has individually underwritten. *Co-insurers* are not liable for other *co-insurers* who, for any reason whatsoever, do not fulfil some or all of their obligations. In the event of a claim, the *co-insurer* with the greatest share shall be considered the leading *insurer* and shall coordinate management of the entire claim on behalf of all the *co-insurers*.

## 5.5. Applicable taxes and fees

We are responsible for collecting, on behalf of the *insurers*, the legal taxes relating to the contract. You authorise us to increase the premium by any administrative fees.

## 5.6. Jurisdiction and applicable law

The relevant courts and laws are those referenced in *your special terms and conditions*.

The fact that a court might rule one of the clauses of the contract as not applicable will not affect the validity of the remaining clauses.

## 5.7. In the event of a difference of opinion

We shall make every effort to fully satisfy you in the execution of the terms and conditions of this contract. If, however, you should not agree with the application of this contract, you can refer to:

- your broker, as named in *your special terms and conditions*;
- us, at the following e-mail address: [compliance@eeckman-underwriting.com](mailto:compliance@eeckman-underwriting.com).

If your complaint has not resulted in a satisfactory response, you are entitled to contact other bodies - such as the *insurers*, the ombudsman or the regulatory authority. Their contact details are provided for your convenience on our website at [www.eeckman-underwriting.com](http://www.eeckman-underwriting.com).



## 5.8. Use of *your* personal data

In the course of *our* provision of services, we have to collect and process personal data about *you*.

We usually only process data that are strictly necessary for the conclusion and administration of the contracts that *you* wish to conclude.

*Our* office may also use *your* e-mail address to provide *you* with commercial information or to keep *you* informed of *our* activities through *our* newsletter. If *you* do not wish to receive commercial information from *our* office, *you* can object to its delivery at any time by sending a simple e-mail to [data-protection@eeckman-underwriting.com](mailto:data-protection@eeckman-underwriting.com), or by clicking on the “unsubscribe” link provided for that purpose at the bottom of the newsletter or relevant e-mail.

Besides the identification details that *you* provide *us* with by the insurance proposal form or during any other subsequent contacts with the *insurer*, we collect various personal data about *you* depending on the type of contract *you* wish to take out and the nature and size of the risk being insured.

The data that we process about *you* are the data *you* provide to *us* when taking out the contract. These data may be supplemented by and may overlap with the data provided to *us* by the health professionals who are asked to check *your* medical history, or the experts instructed by the *insurer* to assess the risk being insured or to prevent *fraud*. *Our* company only shares *your* data with the *insurer* who provides the policy *you* have taken out through *us* and to the other parties involved in the contractual process (experts and/or subcontractors). All other disclosures to third parties are subject to *your* express prior consent.

We retain *your* data during the term of the contract and for an additional period of 10 years after expiry of the contract, for purposes of archiving and financial administration, or to allow *us* to claim *our* rights in court where applicable, in the context of any objections by *you* or by a third party involving *your* contract.

*Our* company has taken appropriate technical and organisational steps under the supervision of *our* Data Protection Officer to ensure that *your* data are processed fully securely. In particular we ensure that within *our* organisation, access to *your* data is accessible solely to the people responsible for following up *your* contracts.

*Our* company is the primary data controller for *your* data. Should *you* have any questions about *our* confidentiality policy or wish to exercise one of *your* rights under the legislation on the processing of personal data, please send *your* request by post to *our* address or by e-mail to [data-protection@eeckman-underwriting.com](mailto:data-protection@eeckman-underwriting.com). Should *you* feel that *we* have not duly taken *your* rights into account, *you* may also inform the Data Protection Authority.

In *your* capacity as a data subject of the processing carried out by *our* company, *you* have the right to obtain all the relevant information from *us* on the data involving *you* that *we* process and also on the purpose of this data processing. Where applicable, *you* also have the right to amend *your* data if they are incorrect or to have *your* data deleted if they are no longer necessary for the purposes for which they were collected or processed. Other than in exceptional circumstances, requests for access, amendment, deletion or objection will be handled within one month of the request being received.

The *insurer* is considered to be a joint data controller for the processing of personal data involving *you*. For more detailed information about how the *insurer* uses *your* data, and to find out about *your* rights in relation to *your* data, please go to *our* website at [www.eeckman-underwriting.com](http://www.eeckman-underwriting.com).

## 6. GLOSSARY

<b>Accidental</b>	: Sudden, involuntary and unpredictable.
<b>Act of terrorism</b>	: A secretly planned action or threat of action for ideological, political, ethnic or religious purposes, executed either individually or in a group, attacking persons or partially or totally destroying the economic value of a tangible or intangible <i>item</i> with the aim of intimidating the public, of creating a climate of insecurity or putting pressure on the authorities, or of impeding the normal operation and functioning of either a company or a service.
<b>Deductible</b>	: Amount of damage to be paid by <i>you</i> .
<b>Fraud, fraudulent</b>	: Any behaviour intended to deliberately mislead or harm.
<b>Furniture, fixtures and fittings</b>	: Trade and office furniture, fixtures, fittings, machinery, safes, alarms systems, tenants' decorations and improvements (including window glass and chassis), and all other contents the property of the <i>insured party</i>
<b>Gross profit</b>	: The turnover (money paid or payable to <i>you</i> for goods sold and for services rendered in the course of <i>your</i> business) of the business at <i>your</i> risk address(es) less the cost of stocks, raw materials or components purchased after making allowance for opening and closing stocks in accordance with <i>your</i> normal accountancy methods, due provision being made for depreciation.
<b>Indemnity period</b>	: The period, beginning with the occurrence of the <i>physical loss or damage</i> and ending not later than the last day of the period mentioned in <i>your special terms and conditions</i> during which the results of the business shall be affected in consequence of <i>the physical loss or damage</i> .
<b>Insured party/parties</b>	: The natural person(s) or legal entity(ies) indicated by name in <i>your special terms and conditions</i> and in absence thereof, the holder(s) of the property right or usufruct over the insured <i>items</i> . For legal entities, this is understood to mean all their legal representatives.
<b>Insurer(s)</b>	: The insurance company(ies) referenced in <i>your special terms and conditions</i> .
<b>Item(s)</b>	: <i>Stock and goods, furniture, fixtures and fittings</i>
<b>Physical loss or damage</b>	: Any material loss, disappearance, theft or deterioration of an <i>item</i> resulting from a single <i>accidental</i> event.
<b>Replacement value</b>	: The market value of an <i>item</i> immediately prior to a claim, including acquisition cost. This value is agreed by mutual consent or, failing that, by a jointly appointed expert.

- Staff** :
  - partner, principal, director or officer of the policyholder
  - employee being a person under a contract of service or apprenticeship with *you*
  - labour master and persons supplied by him
  - person employed by labour only sub-contractors
  - self-employed person under *your* control
  - person hired to or borrowed by *you*
  - person undertaking study or work experience or youth training scheme with *you*
  - person working for *you* in connection with the business
  - servant, traveller, messenger, agent or authorised representative by *you*.
- Stock and goods** : Jewellery, gold and platinum goods, bullion, unmounted precious stones, pearls and watches, objects of art, cash and the like valuables used in the conduct of *your* business whether the same be *your* property or entrusted to *you* for any purpose whatsoever.
- Special terms and conditions** : Provisions customising these general terms and conditions to *your* specific circumstances. They shall prevail over these general terms and conditions.
- You, your** : The policyholder, natural person or legal entity designated in your *special terms and conditions*, who signs the insurance contract, pays the premium and declares the risk. If the policyholder takes out the insurance contract on behalf of a third, they shall so state.
- We, us, our** : **EECKMAN SERVICES SRL**  
11 Avenue Géo Bernier, Box 2 - 1050 Brussels, Belgium.  
FSMA N°.: 48060 – CBE 0740573125  
e-mail: [contact@eeckman-underwriting.com](mailto:contact@eeckman-underwriting.com)  
acting as authorised representative for the *insurers*.