Property protection terms • Basic Protection

1. Who provides the protection

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Basic Protection is a contractual undertaking by VANonsite to compensate for direct physical loss of or damage to property on the terms set out below. It is included in the price of a confirmed move, without separate enrolment in the scheme, a premium or the signing of an insurance policy. It is not an insurance contract with an insurance company. VANonsite may carry out the agreed work using its own team or engage a subcontractor. Basic Protection covers the transport, packing and unpacking services undertaken by VANonsite, including when they are performed by a subcontractor. The scope of protection corresponds to the scope of the service booked.

For a consumer removal service governed by Estonian law, statutory liability for loss of or damage to belongings is generally subject to a limit of EUR 614 per m^3 of space required to perform the contract (§ 814 Võlaõigusseadus), subject to the exceptions provided by law. Damage resulting from inadequate packing by the customer is one example of a special risk. Before entering into the contract, the customer may agree broader liability with VANonsite or arrange their own insurance for their belongings. The Basic Protection terms set out an additional contractual undertaking by the company and do not limit any more favourable statutory rights.

2. What is protected and when

Protection applies to belongings accepted for the move and covers physical damage, destruction or loss occurring from the start of loading by the team until completion of the agreed unloading and handover to the recipient. It also covers necessary stops and reloading while the belongings are in the service provider’s care. If packing or unpacking has been booked, damage caused while the team carries out those activities is also covered.

Storage booked separately is subject to the terms on which the belongings are accepted into storage. Before storage begins, the customer receives information about when the transport stage ends, the period covered by storage and the terms governing the company’s liability for that stage. Storage after the belongings have been handed over to the customer’s family or to a storage facility chosen by the customer does not extend the Basic Protection period.

3. Two limits per booking

Up to EUR 15,000 for belongings that are completely lost or destroyed, including as a result of a vehicle fire during the protection period, subject to the terms below. Total loss may also affect an individual item. An item is completely destroyed where restoring its function is technically impossible or the reasonable cost of repair exceeds its value before the damage.

Up to EUR 10,000 in total for partial damage. The total amount payable under Basic Protection for one booking, including where some items are lost and others are damaged, is limited to EUR 15,000. The limit is not a fixed payment. Compensation reflects the assessed loss or damage. The number of cubic metres does not change these two scheme limits.

Preparing your belongings for the move

4. Inventory, declared values and photographs

Before collection, the customer completes and submits the VANonsite inventory form. They enter the number of boxes, their general contents, larger items and their estimated current value. Ordinary items of a similar type may be grouped together. Electronics, glass, antiques and items of significant value must be listed separately. Where available, the customer provides the make, model, serial number and details of any existing damage. Information about particularly valuable items must be provided before loading so that their acceptance and protection can be agreed.

Before transport, the customer takes photographs that allow the items, their condition and the protective measures used to be identified. For valuable electronics, it is advisable to photograph the screen while the device is operating, the model identification and the packaging before it is closed. Where the team is packing the belongings, making them available for inspection before packing is sufficient. The customer retains the photographs and provides them when needed to assess a claim. There is no need to send the entire photo collection when booking.

For an item declared as new, the customer provides proof of purchase identifying the item, date and price, such as a receipt, invoice or order confirmation together with evidence of payment. A declared amount does not constitute an agreed valuation. If a photograph, inventory entry or receipt is missing, the company considers other reliable evidence. The absence of a document may prevent confirmation of the value, previous condition or acceptance of the item for the move, but does not automatically result in the loss of all rights.

5. Who is responsible for packing

With the standard service, the customer prepares the belongings to withstand the normal stresses of transport. They protect furniture corners, separate surfaces vulnerable to scratching with cardboard or soft padding, protect glass, fill empty spaces and mark fragile packages. A “handle with care” label alone is no substitute for packaging. A television may be packed in the manufacturer’s packaging or equivalent rigid packaging that protects the screen and prevents the device from moving.

If scratching was caused by direct friction between unprotected items packed by the customer, the scheme does not cover the damage to the extent that it resulted from that failure. The company considers who packed the items, who positioned and secured the load, and whether the way the belongings were transported contributed to the damage. Where packaging is visibly inadequate, the team identifies the risk and agrees on improved packaging or, for safety reasons, on not transporting that item.

If VANonsite has been entrusted with packing, the company is responsible for the quality of that work, including where it is carried out by a partner. Within the scope of their assigned duties, the driver is responsible for correctly positioning and securing the belongings. The customer’s assistance with carrying items does not, in itself, transfer the risk of a driver’s error to the customer.

From delivery to reporting damage

6. Delivery and notification periods

On delivery, the customer or an authorised person checks the number of items and visible damage. The specific item and damage may be described in the delivery document prepared by the driver. We recommend photographing the packaging before opening it. The recipient's signature confirms handover and may serve as evidence. It does not confirm that electronic equipment not yet switched on is working.

Damage not visible externally must be reported without undue delay after discovery. We recommend checking the belongings and reporting such damage within seven days of delivery. Seven days is an administrative recommendation. Statutory deadlines and the consequences of missing them depend on the type of contract and governing law.

If Estonian removal provisions apply, apparent loss or damage must be reported within one day of delivery, and loss or damage not apparent at handover within 14 days of delivery (§ 815). Missing the deadline may extinguish the claim. If the transport period is exceeded, the recipient should notify the carrier within 21 days of delivery; failure to notify may prevent a claim for delay (§ 801). At handover, reservations may be reported to the driver and recorded in the delivery document. After delivery, please email contact@vanonsite.com with the booking reference and a brief description. Evidence and a valuation may follow later. The customer's rights and the effects of notification are governed by applicable law, including consumer information requirements (§ 816).

7. What to provide and how to preserve evidence

Please write to contact@vanonsite.com or the Łask office. Identify the move and item, give the delivery and damage discovery dates, describe the symptoms and requested resolution, and provide available photographs. A damage report, proof of purchase, witness evidence or a repair specialist's diagnosis may help. Where possible, retain the item and packaging for inspection, agree any repair and limit further damage. Necessary safety measures may be taken immediately and documented.

Example: a television is first switched on three months after delivery. We establish when and where the damage became apparent, how it was packed, its condition on delivery, subsequent handling and storage conditions. A repair specialist's assessment may distinguish impact damage from component failure. We check applicable legal deadlines and the information provided to the customer. Neither its current failure nor acceptance of delivery without reservations establishes when the damage occurred.

8. Weather, third parties and pre-existing damage

VANonsite may decline payment under Basic Protection only to the extent it proves that the damage resulted directly from an exceptional external event that a professional service provider, despite exercising due care, could not have avoided and whose consequences it could not have prevented. Examples may include sudden floods, landslides, robbery or forcible entry into the vehicle. The assessment considers available warnings, possible route changes, the choice of stopping place, vehicle security and the team's response. Subcontractors' actions are also considered. VANonsite states the cause and evidence supporting its decision. The exclusion does not cover the consequences of the service provider's negligence or limit rights the customer cannot waive under the law governing the contract.

How we assess and pay compensation

9. The connection between the damage and the move

The scheme does not cover wear and tear, pre-existing damage, a breakdown occurring independently of the move or damage arising only after delivery. Where transport has aggravated a pre-existing defect, we assess the deterioration caused by the service. Any exclusion is applied to the specific item and cause. The company explains its reasons for relying on an exclusion. Basic Protection applies to direct loss of or damage to property. The customer may pursue other claims under the applicable law.

10. Repair first, then the value of the item

If a repair can safely restore the item's previous function and condition, VANonsite first agrees with the customer on a suitable repair provider, the scope and timing of the work, and payment of reasonable repair costs, including necessary diagnostics and transport. The customer is not required to accept a solution that compromises safety. If a measurable reduction in value remains after a proper repair, we take it into account when settling the actual loss.

If an item has been lost or repair is impossible or uneconomical, compensation is based on its value immediately before the loss or damage. For a used item, we establish the average market price of comparable items in terms of model, age, condition and equipment in the relevant market. Where possible, we use several comparisons and explain the basis of the valuation to the customer. If no comparisons are available, a specialist's opinion may be used. Any salvage value is deducted only if the customer actually retains the salvage and it has value.

For a new and unused item, the basis is the documented purchase price, taking account of the actual cost of obtaining a comparable new item if the price has changed. If the original document is unavailable, purchase may be established through equivalent evidence. The scheme limits apply to the total payment for the booking. Once the amount due has been agreed, we transfer payment without undue delay to the account specified by the customer.

11. Our decision and the customer's statutory rights

We respond to consumers on a durable medium within 14 days of notification, subject to any shorter time limits required by law. We explain the basis of the decision, how the amount has been calculated or the reason for refusal. The customer may submit comments, seek assistance from the relevant European Consumer Centre or pursue a claim before the competent court.

The scheme limits do not reduce liability arising under mandatory law. Where Estonian § 814 applies, the carrier's statutory liability limit is generally EUR 614 per m^3 of load space required to perform the contract, subject to statutory exceptions and information requirements. For a larger move, this may exceed EUR 15,000. The customer cannot recover compensation twice for the same loss or damage.

Additional insurance
Before loading, the customer may take out additional insurance with an insurer through an external broker. On request, VANonsite provides the broker's contact details. The customer accepts the policy terms and pays the premium. Purchasing this insurance is voluntary and does not restrict any rights under Basic Protection.