

# **SUMMARY OF INSURANCE COVER**

If you purchase the insurance arranged by us on your behalf for loss of or damage to your effects, the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance our liability for loss of or damage to your effects in our care, custody or control is limited by our trading conditions which form part of our contract with you.

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance Underwritten by Amica for AXA Versicherung AG and Others to cover physical loss or damage to your property within our "Open Cover" insurance arrangements as summarised below. Please note, the cover provided by Us is optional.

#### **TOTAL SUM INSURED**

As declared to us on the acceptance form. Unless confirmed in writing by us prior to the move the sum insured shall not exceed:

- Household Removals & Storage: £250,000 any one customer
- Office/Commercial Removals: £250,000 any one vehicle load

The sum insured can be increased on payment of an additional premium up to a maximum of £250,000 any one customer or vehicle load.

### **INSURED PERILS**

All Risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member States of the European Union, Scandinavia & Switzerland.

This insurance is effective from the time your insured property is professionally packed and/or uplifted from your residence or business location for the commencement of the transit and continues, including storage, if any, until your insured property is professionally delivered to the final destination. If your property is professionally unpacked coverage is extended to cover the period of the professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of Self Storage is limited to the following perils:

Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth or insect or vermin from an external cause, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind

For Self Storage this insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit

## **UNDER-INSURANCE**

It is a condition of the insurance that the sum insured represents the full total value of your effects. If you fail to declare the full replacement value of your effects, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

#### **BASIS OF CLAIMS SETTLEMENT**

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

## Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

#### **Documents**

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

#### **POLICY EXCESS**

Insurers will not pay the first £50 of each customer's claim.

#### **PAIRS & SETS CLAUSE**

Where any items are part of a pair or set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

#### OWNER PACKED PROPERTY

Where goods have not been professionally packed by the Removal Contractor and/or their appointed agents or sub-contractors;

Loss or damage arising from the following is excluded:

Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire or collision or overturning of the transporting conveyance.

Missing items of cartons or packages unless an itemised valued list of contents of each carton or package is supplied by you to the Company prior to commencement of transit.

## YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. Commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your goods is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

## **CLAIMS NOTIFICATION**

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given to the Company. Unless a time extension has been requested by you, and agreed by the Company in writing, it is a general condition under this insurance that full details of any losses and/or damages for removals and storage must be notified within 7 days after delivery or, in the case of non-delivery, within 7 days from when your property would normally be delivered. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages must be notified at the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.

#### **LAW & JURISDICTION**

The parties are free to choose the law and jurisdiction applicable to this insurance contract. Unless specifically agreed to the contrary, this Insurance shall be subject to English law and the exclusive jurisdiction of the Courts of England and Wales.







#### **CONSUMER RIGHT TO CANCEL**

Insurers have to give you certain information before you make your decision. If you have not been given this information when you buy your insurance (and you have not told the Company you do not want it) Insurers will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive all your money back (as long as you have not made any claims).

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

#### **CUSTOMER SERVICE AND COMPLAINTS**

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd who will do their best to resolve the problem. ICA's contact details are:

International Claims Agency Ltd,

Unit 10, Invicta Way,

Manston Park.

 Ramsgate, Kent CT12 5FD United Kingdom

 Telephone:
 +44 (0)1843 823820

 Fax:
 +44 (0)1843 823956

 E-mail:
 claims@icaltd.co.uk

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman

Service at: Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel No: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

#### **Financial Services Compensation Scheme**

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website:

## **EXCLUSIONS**

No cover is provided for the following:

- 1. Jewellery, Watches, Precious Stones, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds except whilst in store in a locked safe or strong room.
- 2. Furs, perfumery, tobacco, cigars, cigarettes, wines, mobile phone and spirits. It is agreed, however, that cover will be provided for these items where they are part of a household or office removal or storage contract subject to a limit of £10,000 any one customer, any one job.
- 3. Livestock, Plants, Explosives, Flammables
- 4. Any other goods which you are not permitted to submit for removal and/or storage under the terms of our trading conditions
- 5. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect, Mould and Mildew.
- 6. Loss or damage caused by moth, insect or vermin unless from an external cause.
- 7. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Remover.
- 8. Electrical, electronic, mechanical derangement and internal damage of any electrical or mechanical items unless there is evidence of external damage to the insured item or its packing.
- 9. Loss of data records other than cost of blank data carrying materials.
- 10. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals whilst the Customers' property is waterborne.
- 11. Loss or damage in respect of goods in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive. This exclusion shall not apply to storage in the ordinary course of transit as more fully set out in the Termination of Transit Clause (Terrorism).
- 12. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril.
- 13. Depreciation following repair or restoration of a damaged item.
  - Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:
    - a. lonising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
    - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
    - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
    - d. 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.
- 15. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:-
  - Any chemical, biological or electromagnetic weapon.
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
- 16. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 17. Loss or damage resulting from any work undertaken against the professional advice of the removal crew
- 18. CYBER
  - 1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
  - 2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
  - 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.







#### 19. COMMUNICABLE DISEASE

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease;
- 3) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a Communicable Disease or the fear or the threat of a Communicable Disease.

As used in this Endorsement, a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
- (iii) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

All other terms, conditions and limitations of the insurance remain the same.



