



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 whilst 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 to cover physical loss or damage to your property within our "Open Cover" insurance arrangements as summarised below. You may inspect the policy at our office on request. Please note, the cover provided by Us is optional.

PROPERTY COVERED

Household Goods and Personal Effects, Antiques, Fine Arts, Automobiles, Boats
Motorcycles, Campers and Trailers as declared and valued on this and supporting Documents.

The term "Household Goods" means personal effects and property used or to be used in dwellings when a part of the equipment or supply of such dwelling; furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or other establishments when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals or other establishments; and articles, including objects of art, displays and exhibits, which because of their unusual nature or value require specialised handling; and equipment usually employed in moving such described goods.

COVERAGE

1. 'Full All Risks' – Professionally packed.

All Risks of physical loss or damage subject to the version of the following London Institute Clauses current at the time of commencement of transit:

Institute Cargo Clauses (A), and the War, Strikes, Termination of Transit Clause (Terrorism), Classification, Insolvency Exclusion Amendment, Radioactive Contamination and Cyber Attack Exclusion Clauses. For the purposes of general average contribution and salvage charges recoverable hereunder, the effects insured shall be deemed to be insured for their full contributory value.

Professionally Packed Property

For the purposes of the Institute Cargo Clauses, property packed by the Removal Contractor and/or their appointed Agents or sub-contractors, will be deemed to be adequately packed.

2. Owner Packed Property – As above but excluding

Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire, stranding, sinking or collision of the vessel or collision or overturn of transporting land conveyance. Also excluding claims for missing items of cartons or packages unless an itemised valued list of contents of each carton or package is supplied by the owner prior to commencement of transit.

3. Restricted Conditions

Where the insurance is issued subject to Institute Cargo Clauses (B), and the War, Strikes, Classification, Insolvency Exclusion Amendment, Radioactive Contamination and Cyber Attack Exclusion Clauses, the property is covered against the following perils only: -

- a. Loss of or damage to the subject-matter insured reasonably attributable to fire or explosion; vessel or craft being stranded, grounded sunk or capsized, overturning or derailment of land conveyance; collision or contact of vessel, craft or conveyance with any external object other than water; discharge of cargo at a port of distress, earthquake, volcanic eruption or lightning.
- b. Loss of or damage to the subject-matter insured caused by general average sacrifice.
- c. Theft or loss of an entire package or consignment during the course of loading, transshipment or discharge.
- d. Entry of sea, lake or river water into vessel craft hold conveyance container lift van or place of storage.
- e. Including risks of jettison, loss and washing overboard.
- f. Cover is extended to include Non Delivery or Theft of the entire consignment and further extended to include water damage howsoever caused.

EXCLUSIONS

This Insurance does not cover:

1. Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions (see optional coverage), inherent vice, vermin, moth damage and consequential loss and loss of data.
2. 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 (see optional coverage).
3. Jewellery and furs unless declared and valued but subject to a limit of GBP3,500/USD5,000 any one transit. Money and securities are excluded absolutely.
4. Depreciation arising from repairs or restoration of a damaged item.
5. Loss of or damage to an automobile while being driven under its own power except while on premises of the port or while being driven by an authorised driver who is an employee of the Mover or his agent in direct furtherance of the transit.
6. Loss or damage caused by scratching, denting or marring of automobiles unless the forwarder and the owner both agree and sign a "certificate of condition" or similar document stating the condition of the automobile prior to shipment, noting all defects. Non-factory installed accessories not specifically declared and valued for insurance and / or property packed in automobiles are also excluded.
7. Loss or damage caused by radiation or radioactive contamination.

GENERAL CONDITIONS

1. Valuation Clause:

The property insured must be valued at the replacement cost at destination as supported by a complete valued inventory.

Antiques and fine art, automobiles, campers, boats, motorcycles and trailers must be valued at their replacement cost at destination taking into account costs of duties, shipping and carriage charges.

2. 100% Co-Insurance Clause:

If you fail to insure for the full replacement value of the property at destination, you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total value of the property you shipped.

3. Pairs And Sets Limitation Clause:

Where any item is part of a pair or set Insurers will only pay for the actual parts which are lost or damaged. No payments will be made for articles that are not damaged (see optional coverage)

4. Payment of Premiums:

Insurers shall only be liable to settle a claim recoverable under the terms of this insurance provided the Mover confirms that insurance premiums have been received by the Mover. In the event that the Mover advises premiums are outstanding, Insurers will only settle a valid claim once premiums have been paid

5. Subrogation Clause:

The Insurers shall be subrogated to the extent of their payment for losses insured hereunder to all the insured's rights of recovery against any person or organisation, excepting the Mover who issued this document.



6. Other Insurance:

This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property and the Insurers shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

7. Deductible:

If a deductible is applicable then the sum stated shall be deducted from any adjusted claim for loss or damage.

8. Duration Of Transit Clause:

Other than in respect of the War Clauses contained herein coverage attaches from the time the property is being professionally packed and picked up at the residence or business location of the owner or their appointed agent for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment, if any, until the insured property is professionally delivered to the final destination. Coverage is extended to include transits to and from the premises of Cleaners, Repairers or Restorers where such transit is a direct result of loss or damage otherwise covered by this policy. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 14 days of delivery. Storage coverage for up to 60 days at origin and 60 days at destination is included if in an enclosed warehouse, excluding any self storage facility, without any additional charge. In consideration of an additional premium Insurers agree to extend storage coverage on a monthly basis provided the request and premium are received before the expiration of the included storage. In respect of the War Clauses, transits shall be covered as specified therein.

9. Optional Coverage Extensions

- a. **MOULD AND MILDEW RISKS (Excluding Property in Permanent Storage)** : To include loss or damage to the property insured, howsoever arising, subject to the property being professionally packed. Insurer's maximum liability shall not exceed 75% of the sum insured for any one consignment. This limitation shall not apply to claims arising from external water damage
- b. **ELECTRICAL AND MECHANICAL DERANGEMENT (Excluding Automobiles)** : To include loss or damage to the property insured which is caused by electronic and/or electrical and/or mechanical derangement, provided the property insured does not exceed six years old. Subject to the property being professionally packed.
- c. **PAIR OR SETS CLAUSE:** In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Insurers' option, become their property in the event that the Insurers agree to pay the total loss of the pair or entire set
- d. **MOVING COSTS:** In the event of loss or damage resulting in the non-delivery of your entire consignment Underwriters agree to provide full reimbursement of moving charges paid if insured

10. Termination Of Transit Clause (Terrorism)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: **either**
 - 1.1. As per the transit clauses contained within the Policy,
 - or
 - 1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
 - or
 - 1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

This clause is subject to English law and practice.

11. Law & Jurisdiction

The Parties are free to choose the law applicable to this insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

12. Your Duty to Provide Information

In deciding to accept this policy and in setting the terms including premium the Insurers have relied on the information which You have provided to them. You must take care when answering any questions the Insurers ask by ensuring that any information provided is accurate and complete. If the Insurers establish that you deliberately or recklessly provided them with untrue or misleading information the Insurers will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If the Insurers establish that you carelessly provided them with untrue or misleading information the Insurers will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium you have paid, if the Insurers would not have provided you with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if the Insurers would have provided you with cover on different terms;
- (iii) reduce the amount the Insurers pay on any claim in the proportion that the premium you have paid bears to the premium the Insurers would have charged you, if the Insurers would have charged you more.

The Insurers will notify you in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the Insurers will have the right to:

- (1) give you notice that they are terminating this policy; or
- (2) give you notice that they will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case you may then give the Insurers notice that you are terminating this policy;

in accordance with the Consumer right to Cancel.

13. Consumer Right to Cancel

Cooling Off Period

You are entitled to cancel this policy by notifying the Insurers in writing, by email or by telephone within fourteen (14) days of either:

- (iv) the date you receive this policy; or
 - (v) the start of your period of insurance;
- whichever is the later.

A full refund of any premium paid will be made unless you have made a claim in which case the full annual premium is due.

Cancellation Outside the Cooling Off Period

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

14. 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).



15. Claims Notification:

In the event of loss or damage which may give rise to a claim under this insurance, immediate notice must be given in writing to Insurers' representatives, as detailed below. It is a condition precedent to Insurers liability under this insurance that full details of any losses and/or damages incurred must be notified within 30 days after delivery or 30 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of claim in its entirety after notice will be in a timely fashion not to exceed 60 days from the time of such notice.

16. 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 (ICA) 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 UK
Telephone: +44 (0)1843 823820
Fax: +44 (0)1843 823956
E-mail: claims@icaltd.co.uk

If You remain dissatisfied after Insurers have considered Your complaint, or You have not received a decision by the time Insurers have taken eight (8) weeks overall to consider Your complaint, You can refer Your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Telephone Number: From within the United Kingdom
0800 0234 567 calls to this number are
free on mobiles
and landlines
0300 1239 123 calls to this number
costs no more than
calls to 01 and 02
numbers

From outside the United Kingdom
+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for ICA is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

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: www.fscs.org.uk

17. Fraud

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurers:

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by the Insurers to You in respect of the claim; and

- (c) may by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) the Insurers shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurers liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) the Insurers need not return any of the premium paid.

18. SANCTIONS

The Insurers shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

19. ACCESSIBILITY

Upon request this policy can be provided in Braille, audio or large print versions of the policy and the associated documentation. If You require an alternative format You should contact Your broker through whom this policy was arranged.

20. Privacy Notice

(How information about you will be used)

What Information we collect about you:

When you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and /or telephone conversations with you and through the completion of proposal forms and fact finds.

How your information will be used:

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

Your rights of access to your data:

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to "be forgotten", this means you can ask for the information which we hold about you to be deleted from our records but this will mean that we will be unable to continue to handle your insurance arrangements.