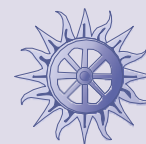


The Baxendale Insurance Company DAC

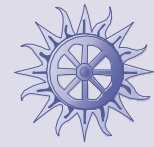
# Guide to Open Cover Insurance **International Transit Owner Packed**





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## INTRODUCTION

The sale and distribution of insurance within the United Kingdom is governed by legislation. In accordance with the Financial Services and Markets Act 2000 (Exemption) Order 2001, the Remover has arranged a Transit and Storage Open Cover Policy (Cover). The Cover is an annual insurance contract that the Remover holds to insure its customers' goods whilst they are in the care, custody, and control of the Remover during transit and storage within the United Kingdom or to international destinations. Subject to the customer paying the premium(s), and confirming that the Cover meets their demands and needs; the Remover agrees to extend rights under the Cover to the customer when the customer purchases insurance as part of the removals/storage contract.

The Cover is underwritten on the Remover's behalf by The Baxendale Insurance Company DAC (Baxendale).

You may hear people refer to international transit insurance as "marine insurance". This unhelpful term gives the impression that the insurance only applies to risks encountered during a sea voyage. This is not the case. The goods are insured at all stages of the services from point of collection in your home or nominated collection address, during, transit to the port of exit, international transit, and transit from the port of entry to ultimate delivery to your new home or nominated delivery address.

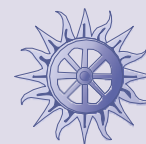
Within this guide is everything you need to know about the Cover we, Baxendale, provide and the terms under which we are prepared to insure your goods.

We cannot over emphasise the importance of taking time to read through this guide as it will help you make a fully informed decision on whether the Cover that we are offering is right for you. Neither we, nor your Remover can make the decision for you.

This guide explains amongst other things:

- The relationship between you (the customer) and Baxendale;
- The terms of the Cover;
- The role of the Remover;
- The role of the appointed claims handlers;
- How a claim will be processed;
- Rights to cancel;
- Complaints procedures;
- How we handle your personal information.

If, having read this guide, you still have questions regarding the Cover then contact the Remover in the first instance and they will be delighted to assist you. If the questions cannot be answered by the Remover then they will contact us.



## OVERVIEW

### The policy

The policy is the contract between you (the policyholder) and us (Baxendale).

The open cover is offered based on our knowledge of international transit and storage risks and the Remover's operations and methods.

The Remover is not a party or a beneficiary to the policy. When you make a claim under our policy you are making a claim against Baxendale not the Remover.

## DEMANDS AND NEEDS

The terms of the Cover can be found on pages 12 to 20. The terms explain the basis on which we are prepared to insure your goods.

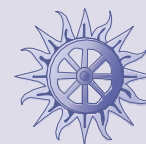
Neither we nor your Remover are qualified to give advice on insurance such as:

- whether to insure your goods,
- whether the Cover is suitable for you;
- assessing the best risk management requirements for you,
- identifying particular risks unique to you or your circumstances, or
- Valuing your goods.

The Cover we offer is intended to meet your particular "demands and needs" so far as we can and is based upon our experience of insuring international transit risks. Having read this guide, it is entirely your decision as to whether the Cover we offer is what you require and whether it meets your particular "demand and needs".

## SELECTIVE INSURANCE

It is a pre-condition to us agreeing to insure your goods, that you insure all of your goods which are subject to the removal/storage services. Cover is not available on a selected item(s) basis.



## **UNDER INSURANCE (Average)**

It is important that you insure your goods for their full replacement at destination. We understand that there is a temptation to save money by declaring a lower sum insured however, if you do not insure your goods for their full replacement value, it will reduce the amount you can recover under the Cover if you make a claim. This reduction is referred to as the application of "Average".

### Example:

The goods are insured for £1000. The true/correct value of the goods is £2000 so they are underinsured by £1000 (50%). A claim is made for £1000. As the goods are insured for 50% of their real value (£2000) average is applied and only 50% of the claim will be paid, which equates to £500.

**The ultimate decision as to how much you insure your goods for lies with you. Neither we nor the Remover can give you advice in this regard.**

## **DURATION OF COVER**

Subject to the payment of the premium as invoiced by the remover, your goods will be insured from the time they come into the care and control of the Remover. The Cover will remain in force for the duration of transit until delivery to the destination address provided to the Remover.

The transit includes overnight stops and holding the goods for a short period for onward transit.

Cover, during storage, can only be provided if your goods are stored in either the Remover's own warehouse or the Remover's agent's warehouse.

Cover will not be provided if your goods are stored at third party premises.

## **STORAGE EXTENSIONS**

The Cover includes insurance for 60 days storage at origin and 60 days storage at destination.

Where storage is required at origin or destination beyond 60 days, you must notify the Remover (not the Remover's local agent) and request an extension of the Cover.

Storage extensions are subject to additional premiums.

It is your responsibility to request storage extensions and pay the premiums.

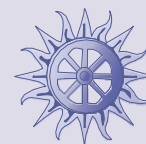
Failure to pay the premiums or the storage extension premiums will bring the Cover on your goods to an end and you will not be able to make a claim.

## **OWNER PACKED GOODS**

Owner packed goods are covered under the open cover subject to the completion of the proposal form, payment of the premium and terms of the policy.

Owner packed Items valued at **£250** or above must be listed on the proposal form.

Bicycles valued **£750** or over must be crated or ply cased in order to be insured under this open cover.



## **INSTITUTE CARGO CLAUSES 2009 (A)**

The terms of the Cover are based upon the Institute Cargo Clauses 2009 (A) which are considered to provide the widest insurance cover against potential marine risks.

### **GENERAL AVERAGE**

General average is an agreement between the shipping line and the owners of the cargo to share any costs incurred if the ship is damaged, gets into difficulty, or where there is an emergency which risks the ship, crew or cargo. These costs could include, but are not limited to:

- contributions for repairs to the ship;
- cost of loading/unloading the cargo;
- salvage costs;
- accommodation for the crew; and
- any other costs or expenses incurred to make the ship seaworthy or to ensure the cargo can be sent on its ultimate destination.

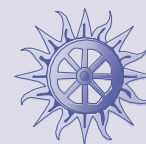
General average also applies if the ship gets into difficulty and the captain or master of the ship decides to sacrifice some of the cargo by throwing it overboard (known as jettison) in order to stabilise the ship and protect the crew and the rest of the cargo. In this situation the shipping line and the owners of the remaining cargo will be required to contribute towards the cost of compensating the owners of the cargo that has been jettisoned.

Subject to the terms of the policy the Cover will apply in the event of General Average being declared by the shipping line so you will be insured against any costs.

### **BOTH TO BLAME CLAUSES**

Shipping lines operate under specific terms and conditions which are set out in the bill of lading. Their terms and conditions include what are known as “both to blame” clauses. These clauses provide that, in the event of two or more ships colliding, and if all ships are equally to blame, all those with a financial interest in the voyage such as the owners of the cargo and the ship owners, must share between them any losses. The amount paid by the owners of the cargo is determined by the value of the cargo prior to the collision.

Subject to the terms and conditions, the Cover will apply in the event of a claim arising from a “both to blame” event.



## COMPLIANCE

### **Privacy policy: how we use your personal information:**

All personal information will be held in the strictest confidence and will only be used by us for the purposes for which it has been collected.

We will collect your information and information about others, who may have a legal interest in the goods or the insurance cover, when you:

- purchase the Cover from us; or
- make a claim.

When providing us with information about others, who may have a legal interest in the goods, or the insurance, you are confirming to us that you have their consent to pass their information to us and that they have consented to us processing their personal information in accordance with our privacy policy.

#### The type of personal information we collect and process:

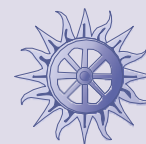
- Your name;
- address (collection, delivery, temporary);
- The name of those who have a legal interest in the goods or Cover;
- The address of those who have a legal interest in the goods or Cover;
- Telephone numbers (landline/mobile);
- Work contact details;
- Bank account details;
- Debit/credit card details

#### Why we share your personal information:

Your personal information and the information of others who have a legal interest in the goods or Cover, maybe shared with others to:

- Provide insurance;
- Process claims;
- Review and process any complaint you may make;
- Review risk;
- Audit purposes carried out by ourselves or a regulator;
- Prevent or detect a crime.

Law enforcement agencies and other authorities may request the disclosure of personal information in order to prevent or detect a crime and we must comply with our legal obligations.



If you make a claim it will be necessary to share your personal information and/or information of others who have a legal interest in the goods or cover with others such as:

- your remover (including their sub-contractors or agents);
- our claims handlers;
- restorers,
- investigators;
- loss adjusters

Personal information shared with the above parties is done so on the strict understanding that it will not be used for any other purpose than to assist with the processing of your claim.

Your personal information will not be shared with anyone else;

- unless we have your consent to do so;
- it is necessary for the purposes of meeting our contractual obligations under the Cover, or
- we are required to do so by law or order of a court of competent jurisdiction.

## REGULATORY STATUS

Baxendale is regulated and authorised by the Central Bank of Ireland.

The remover is a member of the British Association of Removers (BAR) and subject to the BAR Code of Conduct.

## IF YOU HAVE A COMPLAINT

If you have an insurance related complaint or concern it will be dealt with in accordance with the complaints procedure below depending on its nature.

### 1. Sale of the Cover:

If you are unhappy with the way the Cover has been explained or offered to you by the Remover, you should initially write to the Remover giving full details of your complaint and what you would like to happen to resolve your complaint.

Your complaint will be reviewed. You may be asked to provide additional information to assist the Remover with their review. It is important that you provide the Remover with as much information as they request and you make it clear what your expectation is.

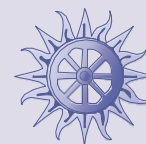
The Remover will provide a written response addressing your complaint within a reasonable time but no later than 2 weeks from the date of receipt of the initial complaint unless the Remover has stated that more time is necessary. If additional time is required, the Remover will keep you informed of progress of their review.

Following completion of the review, if you remain dissatisfied you can ask for your complaint to be referred to the General Manager of Baxendale. The Remover will then pass the matter over to the General Manager who will carry out a review of your complaint. The General Manager may request additional information either from you or the Remover. The General Manager's decision will then be sent to you either directly or via the Remover.

Should you remain dissatisfied with the result of the General Manager's review you can escalate the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service will only become involved once the full complaints procedure described above has been exhausted.





## 2. Claims made under the Cover:

Claims are dealt with by our appointed claims handlers. This might be our dedicated claims handling agents or in some cases it may be the Remover. In either case they have our full authority to deal with claims on our behalf.

If you are dissatisfied with the way your claim under the Cover has been dealt with, you should initially write to the person dealing with your claim and explain the reasons why you are dissatisfied. Where possible, you should:

- provide additional information to support your position;
- explain the reasons why you do not accept the decision made by the claims handlers;
- set out in detail what you would like them to do to resolve your complaint.

It is important that we, and the person dealing with your claim, understands your reasoning and what your expectations are.

The person dealing with your claim will review the claim and consider any additional information you submit such as valuations, repair estimates, or similar. Following a review, the person dealing with the claim will write to you with their findings within two weeks. If additional time is needed they will let you know.

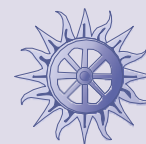
Should you remain dissatisfied with the outcome of the review you can ask for the claim to be reviewed by the person's line manager.

Following completion of the review, if you remain dissatisfied you can ask for your claim to be referred to the General Manager of Baxendale. The Remover or claims handling agent will then pass the matter over to the General Manager who will carry out a review of your claim. The General Manager may request additional information either from you or the Remover/claims handling agent. The General Manager's decision will then be sent to you either directly or via the remover/claims handling agent.

If the matter remains unresolved you can escalate the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service will only become involved once the full complaints procedure described above has been exhausted.

The individuals dealing with your complaint are trying to assist you. Finding a resolution to your complaint will be increased where both parties engage in polite, constructive and mutually respectful dialogue and in the spirit of goodwill. Not all complaints are straightforward so compromise may be necessary.



## TERMS OF ENGAGEMENT

The terms of engagement below, explain the relationship between you the customer, the Remover, our claims handling agents and us Baxendale.

The Remover acts as our agent under the terms of an agency agreement. Under the terms of the agency agreement the Remover is authorised by us to:

- Offer its customers the right to insure their possession under the Cover;
- Arrange insurance for customers where the offer of Cover is accepted;
- Collect premiums on our behalf;
- Assist with claims handling and the processing/settlement of claims;
- Where necessary settle claims.

Under the terms of the agency agreement the Remover earns a brokerage fee of 25% on the placement of business with the Cover.

No representations are made, nor does the Remover guarantee or warrant the present or future solvency or financial standing of us or any insurers it works with now or in the future.

The Remover will not be liable for any delay or non-payment of any claim by us.

Our claims handling agents act as our agents under the terms of an agency agreement. They have our full authority to request information, appoint third parties to assist with the claim, make offers, settle claims in our name and on our behalf, and deal with complaints.

## YOUR RIGHTS TO CANCEL

You have 14 days “cooling off” period from the date you receive this guide to satisfy yourself that the Cover you are being offered meets your demand and needs.

If you decide that it does not meet your demands and needs, you can cancel the Cover and we will refund you any premium which has been paid.

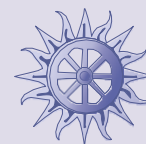
To exercise your right to cancel the Cover, you must notify the Remover in writing **before the start of the services, which is before your goods come into the care and control of the remover**. The Remover will send you a cancellation instruction form for you to complete.

We are unable to cancel your cover on the basis of a verbal instruction.

Once this instruction has been received, the Remover will cancel the open cover and arrange a refund of any premium paid including any IPT (insurance premium tax). Returning the cancellation instruction will trigger the cancellation of the Cover and your rights and benefits under the Cover will come to an end.

If you do not cancel the Cover within the 14 day “cooling off period” the Cover will remain in place.

In the event that the services have already started in full or in part, during the 14 day cooling off period, you will not be able to cancel the Cover.



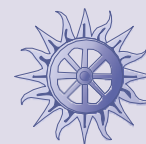
## OUR RIGHTS TO CANCEL

We can cancel the Cover at any time giving you 7 days' notice to your last known address if we consider that we have reasonable grounds to do so. Upon expiry of the 7 day notice period, the Cover will come to an end and your goods will no longer be insured with us.

Our notice of cancellation will explain the reasons why the Cover is being cancelled.

Reasons for cancelling the Cover include but are not limited to:

- Non-payment of premiums or storage extensions;
- Failure to co-operate with us, the Remover or claims handlers, as required under the terms of the Cover, such as but not limited to, providing information or documentation which has been reasonably requested which affects our assessment of the potential risk or delays or interferes with the processing of your claim;
- Fraud misrepresentation or any attempt to gain an advantage under the Cover to which you are not entitled;
- The use of threats, intimidation, abusive behaviour or language, bullying, insults, personal comments, or behaviour which, in our reasonable opinion, is unacceptable towards ourselves the remover, claims handlers, or those appointed to assist with the processing of the claim, including but not limited to, restorers, suppliers or others.



## TERMS OF COVER

The wording below explains the terms and conditions on which we are prepared to insure your goods while they are in the care and control of the remover.

These terms govern our relationship with you.

### 1 Definitions:

Words and expressions appearing in these terms have been defined and they will have the meaning set out below whenever they appear.

“**Baxendale**” means The Baxendale Insurance Company DAC (Designated Activity Company);

“**Both to blame**” means a clause in a contract of affreightment requiring the cargo owners and shippers to make a contribution towards losses arising from a collision between two or more vessels;

“**Claim**” means a single loss/damage or series of losses/damages arising from one incident or event;

“**Claims Handlers**” means the Remover or claims handlers appointed by us to process Claims on our behalf;

“**Cover**” means insurance provided by Us on an open cover basis;

“**Excess**” means the amount You must pay towards each separate claim.

“**Exclusion**” means something that is not insured under the Cover and We won't pay for;

“**Electronic Equipment**” means but is not limited to, computers, laptops, tablets, mobile phones, smart speakers, smart hubs, home entertainment systems or external hard drives;

“**Excluded Items**” means items which are not covered/insured under the Cover;

“**General Average**” means the declaration by the shipping line calling for contributions for losses, costs, or expenses, including but not limited to salvage costs, under a contract of affreightment;

“**Goods**” means your goods that are for non-commercial use and which are subject to the Services provided by the Remover;

“**High Value Items**” means and Item(s) You have declared to the Remover as being valued in excess of £25 or above;

“In Writing” includes e- mail

“**Limit of Cover**” means the most We will pay You in respect of a Claim;

“**Money**” means cash, current bank or currency notes, cheques, traveller cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps, share certificates' bonds, premium bonds, current travel tickets, season tickets, loyalty cards, gift tokens, lottery tickets, gift vouchers, or credit notes;

“**Owner Packed Goods**” means Goods packed by You or others excluding the Remover.

“**Premium**” means the fee charged by Us for the Cover, additional cover, and storage extensions including Insurance Premium Tax (IPT) were appropriate, in consideration for Us agreeing to provide Cover;

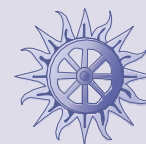
“**Pre –existing damage**” means damage to the Goods that was caused prior to the Services and before the Goods came into the care and control of the Remover;

“**Proposal Form**” means the itemised form completed by You showing the replacement value of Your Goods at destination;

“**Remover**” means the removal company or their appointed sub-contractors, servants or agents who carry out the Services;

“**Services**” means transit by road, rail, sea, or air, storage or such Services as the Remover may provide from time to time;

“**Storage**” means the storage of Goods by the Remover or their sub-contractors or agents;



“**Storage extensions**” means the continuation of the Cover for Storage beyond initial 60 days;

“**Sum Insured**” means the maximum sum, together with any increases requested by You in Writing and any adjustments made to the Sum Insured as declared on the Proposal Form;

“**Terms**” means the terms of the Cover as set out in this guide;

“**Total Loss**” means damaged beyond repair, damaged beyond economical repair, or damaged to such an extent that the item subject to the Claim cannot fulfil its original function;

“**Transit**” means the period that the Goods are in the care and control of the Remover for the purposes of carrying out the Services and includes overnight stops and holding the Goods for a short period of time for onward transit;

“**We**”, “**Our**”, “**Us**” means Baxendale;

“**You**” “**Your**” means the customer of the Remover who has accepted the offer of Cover.

## 2. Geographical Limits

The Cover will apply to Services provided by the Remover to You around the world.

## 3. Cover

Subject to You completing the Proposal Form, paying the Premium as invoiced by the Remover and complying with the Terms, We agree to insure Your Owner Packed Goods from the time the Goods come into the care and control of the Remover, meaning the physical possession of the Remover, until they are delivered to You or they are handed out from Storage.

You must select the type of Cover you require on the Proposal form

**Cover A** “All Risks” Loss or Damage

Or

**Cover B** Loss and Theft only

If no preference is stated on the Proposal Form **Cover A** (the widest Cover option) will be arranged on Your behalf.

We will not be liable for Owner Packed Goods which are Excluded Items see Condition 8 below.

Our agreement to insure Owner Packed Goods will be withdrawn if, in the reasonable opinion of the Remover, the Goods have not been packed with suitable packing materials or in a reasonable manner to minimise the risk of loss or damage.

Cover is conditional upon all fragile items, Electronic Equipment, and electric items with a replacement value over £250 and bicycles over £750 being crated or ply cased.

Unless individual box or item values are declared on the Proposal Form, settlement of any Claim will be calculated on a pro rata basis.

No other terms or conditions or variations to the Terms will apply without Our express written consent. Such consent must be obtained in Writing before the start of the Services and before the Goods come into the care and control of the Remover.

## 4. Premiums

Cover is conditional upon You paying the Premiums as invoiced by the Remover.

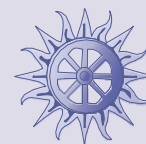
If Your Goods are in Storage, You agree to pay the Premiums by direct debit or such other method of payment as the Remover may request from time to time.

It is Your responsibility to ensure that all Premiums are paid and up to date.

Unless We agree otherwise, any outstanding Premiums must be paid before any Claim is settled.

You agree that We may deduct any outstanding Premium from any Claim settlement before it is paid to You.

Failure to pay the Premium will result in cancellation of the Cover and You will lose the benefit of the Cover and be unable to make a Claim.



## 5. Sum insured

The Sum Insured must represent the full replacement value of the Goods as new.

Our liability to You under the Cover will not exceed the Sum Insured.

It is Your responsibility to ensure that the Sum Insured is sufficient to cover Your Goods.

## 6. Under insurance

If the Sum Insured is less than the full replacement cost of the Goods, Your Claim will be reduced in proportion to the amount of under insurance.

## 7. Duration of cover

Subject to paying the Premiums', Cover will commence when the Goods come into the physical care and control of the Remover. The Cover will cease when the Goods are delivered to You or the Goods are collected from Storage by You or your agent.

## 8. Excluded Items

Excluded Items are items which are not covered by this insurance. We do not insure Excluded Items. The following are Excluded Items the Excess, jewellery of any description, watches, smart watches, sun glasses, cufflinks, precious/semi-precious stones, Money, stamp or medal collections or similar, property deeds, tobacco products, food, spirits, furs, perfumes, medicines, drugs, mobile phones, tablets, smart hubs or speakers, memory sticks, SD cards, information or data stored on any device, flat pack furniture, perishable or corrosive goods, paint, pressurised containers/canisters, explosive materials or substances, ammunition, flammable items, pornography in any format, livestock, animals, plants, human/animal remains or ashes.

## 9. Time limits for reporting claims

Claims must be notified in Writing to the Remover within the following time limits:

- **Within 7 days** of the delivery of the Goods or in the case of non-delivery, 7 days from the date the Goods should have been delivered;
- **At the time of collection;** where the Goods are collected from the Remover by You or your nominated agent or contractor;
- **At the time of delivery;** of the Goods where the Remover has been instructed to deliver the Goods to a third party;

**Verbally advising the Remover is not acceptable notification. Notification must be in Writing.**

**Failure to comply with the time limits specified in the Terms may result in Your Claim being declined.**

**An extension of the time limit for reporting a Claim maybe agreed in Writing before the start of the Services. Whether an extension is granted, the length of the extension, and any additional terms of any agreed extension will be at Our discretion. If You know, in advance of the Services starting, that You will be unable to meet the time limits for reporting a Claim due to the fact that You are on holiday, travelling, have work commitments', undergoing medical treatment or for some other reason, You should consider either delaying delivery until You are available or arrange for someone to receive the Goods in order to check them and report any Claim on Your behalf.**

**If an extension is agreed We reserve the right to charge an additional Premium in consideration to agreeing to an extension.**

## 10 Making a claim

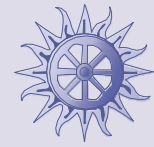
When submitting the notification of the Claim, You should list the items and specify whether they are lost or damaged.

Do not repair or replace any of the Goods unless you have written approval from the Claims Handlers.

If the Goods are damaged describe the damage giving as much detail as You can.

For missing Goods, You should try to identify the missing Goods on any inventory You may have and describe the item as best You can.

If possible confirm the amount You are claiming for each item and the basis the amount is claimed; for example the cost of repair. If you need more time to obtain estimates for repair or to gather information in support of Your Claim then let the Claims Handlers know.



## 11. Information

You may be asked to provide additional information to substantiate Your Claim.

Only provide the Claims Handler with details of Your Claim under the Cover. If You have any comments, issues or observations regarding the Remover or the Services, these should be addressed separately and directly to the Remover. The Claims Handler only has authority to deal with the Claim under the Cover.

If requested, damaged Goods must be made available for inspection to assist with the processing of the Claim.

You will only be asked to provide information that is considered to be relevant such as, but not limited to:

- Evidence to support amount claimed;
- Receipts;
- Reports detailing damage;
- Photographs (You maybe directed on what photographs are required and what is to be included in the photograph);
- Video footage (You maybe directed on what video footage is required and what is to be included in the video);
- Proof of ownership;
- Operating manuals, product guarantees, or warranties;
- Serial numbers;
- Service history;
- Valuations;
- Crime reference numbers;
- Details of any other insurance cover on the Goods;

You agree to provide such information if it is requested. Failure to co-operate with reasonable requests for information may delay the processing of the Claim and in some circumstances' may result in Your Claim being declined.

You must tell Us If the Goods have been repaired or restored or subject to a previous insurance claim.

## 12 Duty to mitigate Your loss

In the event of a Claim, You must take all reasonable measures to mitigate Your loss. This means that You must keep Your losses to a minimum. For example: if an item is wet, delay in drying the item out may affect the chances of successful restoration or cleaning.

You must discuss with the Claims Handler what steps You should take and agree with them a course of action. Do not repair or restore anything unless it has been approved by the Claims Handler or Us.

## 13 Third parties

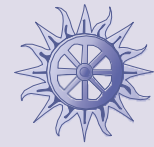
You agree to assist Us pursue recovery, where applicable, against any third party who has caused the loss or damage to the Goods.

## 14 Misrepresentation

If You or anyone representing You;

- Provides misleading or incorrect information in relation to Your Claim;
- Provides false documents; or
- Makes a Claim or any part of a Claim which is fraudulent, false or exaggerated;

We may at Our option:



- Reject the Claim;
- Reduce the amount of any settlement to reflect the misrepresentation, fraud, or exaggeration.

If We have reasonable suspicion that an attempt has been made to make a fraudulent Claim, that is You or Your representatives attempt to gain an advantage or financial benefit under the Cover to which You would not normally be entitled under the Terms of the Cover, We may, at Our option:

- Cancel or void the Cover without refund of the Premium;
- Apply a reasonable cancellation charge;
- Recover from You any costs We or the Claims Handler's have incurred in dealing with the Claim;
- Pass details to the law enforcement agencies.

### **15. Basis of settlement**

Our Claims Handlers have full delegated authority to deal with Claims on our behalf.

The settlement options under the Cover are at Our option.

We can either at Our option:

- Pay You cash less the Excess to cover the cost of repairs; or
- Arrange and pay for repairs less the Excess; or
- Pay You a cash settlement less the Excess to reflect the damage and any loss of appearance; or
- In the event of lost Goods, replace the missing Goods with a replacement of similar quality or closest equivalent but not better than the missing Goods less the Excess;
- Where the Goods are a Total Loss, replace the Goods with a replacement of similar quality or closest equivalent but no better than the missing Goods less the Excess;
- Where the Goods are a Total Loss, pay You a cash settlement to cover the cost of a replacement of similar quality or closest equivalent but no better than the damaged Goods less the Excess.

#### Repair:

We will only pay for repairs to damage caused during the course of the Services including and damage caused by the Remover. We will not pay for any Pre-Existing Damage. Where the Goods have Pre-existing Damage and damage, arising from the Services, We will only pay for the repair to the damage caused during the Services. The Goods will be restored to a condition no better than their condition immediately prior the Services.

If, in the reasonable opinion of the Claims Handlers, the Goods can be economically repaired, the Goods will not be considered as a Total Loss and there is no obligation on Us to replace the Goods as new.

We may, at Our option, pay You a cash settlement less the Excess to cover the reasonable cost of repair. The amount We pay You will not exceed the amount We would have to pay Our preferred restorer.

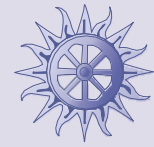
Alternatively We may arrange to have the Goods repaired and We will pay a third party to carry out the repair less the Excess.

Whether the Goods are repaired or not shall be at Our option. If You refuse to have the Goods repaired We will pay You cash compensation to cover the reasonable cost of repair less the Excess which shall not exceed the amount We would pay Our preferred restorer.

#### Replacement/Total Loss

If the Goods cannot be economically repaired, the Goods will be considered a Total Loss. We may at Our option, pay You cash less the Excess based on full replacement value of an item of similar quality or specification but no better than the quality or specification





of the damaged Goods.

In the event that an equivalent replacement is not available for any reason such as but not limited to; the Goods are no longer manufactured, no longer supported, out of warranty or guarantee, the specification of the Goods has been upgraded, or the Goods are obsolete, We will pay you a cash settlement less the Excess based the Goods current market value (second hand value).

#### Our option

The choice of how We settle Your Claim is at Our option.

#### Salvage:

If We agree to replace Goods or We pay You a cash settlement, the Goods will become Our property and We may choose to take the item for salvage. If We decide to take the Goods for salvage they must be released to the Claims Handler's prior to the delivery of replacements or the payment of any cash settlement.

If the Goods are not released to the Claims Handlers' the settlement will be reduced to reflect the fact that You have retained possession of the Goods.

Lost Goods, which are subsequently found after settlement of the Claim, will become Our property and We may dispose of the Goods at our discretion. We may offer to return the Goods back to You on condition that all or part of the settlement is returned to Us.

#### Clothing linen and fabrics

Claims for clothing, footwear, and household linen including but not limited to bed linen and curtains will not be subject to replacement as new. Age, quality, degree of use and market value will be taken into consideration when settling a Claim.

#### Matching pairs, sets, or suites:

If You make a Claim for an item which forms part of a matching pair, set, or suite or matches another item of the same type, colour or design, We will only pay for the cost of repair, or replacing the damaged item or the lost parts. We will not pay any undamaged parts of the pair set or suite or additional costs for altering or replacing any item or parts which form part of the pair, set, or suite, or matches another item of the same type colour or design.

#### Documents:

The basis of settlement for lost or damage documents will be the value as stationery. Our total liability for lost or damage documents will not exceed £100 (one hundred pounds). Any value in the information contained within the document is not covered by this Cover.

#### Electronic information data and software:

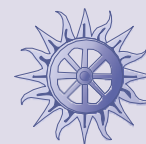
We will pay up to £50 per Electronic Equipment item for loss or damage to electronic information, files, data, or software which You have stored or loaded on the Electronic Equipment which has been lost as a direct result of physical loss or damage to the Electronic Equipment.

We will not pay for the cost of making or reconstituting a file, tape, disc or rewriting information or data stored on Electronic Equipment.

#### High Value Items

High Value Items must be declared to the Remover in Writing when requested by the Remover and on the Proposal Form. If an Item is not listed as a High Value Item it will be assumed, for the purposes of this Cover and any subsequent Claim that the item's value is less than £250.

In the event of a Claim for a High Value Item, You may be asked to provide a valuation from a professional valuer, a copy of the purchase receipt or such other evidence as maybe necessary to establish and verify the items value and ownership. You agree to provide such information as maybe reasonably requested. Failure to provide information may delay the processing of the Claim or affect the outcome of the Claim.



#### Excess

This policy is subject to an Excess of 1 % of the total Sum Insured subject to a minimum figure of £50 and a maximum figure of £200. The Excess will be deducted from any settlement.

#### Allegations of Theft:

Where it has been alleged that an Item has been stolen in the course of the Services, it is a condition to making a Claim under the Cover, that You:

Report the alleged theft to the police; and

Provide the Claims Handlers with contact details for the investigating officer, police station and the crime reference number.

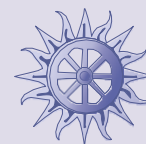
#### Our limit:

The most We will pay You under the Cover is Sum Insured.

### **16 Exclusions**

The following are not insured and the Cover will not pay for:

1. Any item not listed on the Proposal Form.
2. The Excess.
3. Excluded Items;
4. Pre-existing Damage;
5. Lack of maintenance;
6. Electrical or mechanical failure or derangement unless directly attributable to obvious external physical impact;
7. Loss, damage, cost or expenses due to You own conduct;
8. Creasing to clothes or household linen;
9. Loss or damage caused by leakage of liquid from a bottle or similar container,
10. Wear and tear;
11. Decolouration or fading;
12. Defects or inherent characteristics making the Goods susceptible to damage caused by, but not limited to; vibration, changes in temperature, or humidity;
13. Reduction in value or depreciation arising from loss or damage or repairs or restoration. We are agreeing to provide Cover on the Goods on the understanding that they are non-commercial Goods for domestic use only and they have no commercial value and have not been offered for sale by public auction or by private arrangement;
14. Indirect loss such as but not limited to loss or earnings, time spent in travel, or other expenses in the preparation and submission of You Claim;
15. Loss or damage caused by You, workmen under Your control, visitors to Your home, other occupants of the collection or delivery address;
16. Indirect and consequential loss which shall include but is not limited to: loss of, use, amenity, enjoyment, contracts, business, anticipated savings, profit, earnings, rent income, time, sales, value (actual or sentimental), time spent in preparing or submitting You Claim, travel time, or expenses;



17. Costs and expenses incurred by You in preparation and submission of Your Claim unless the Claims Handling Agents have expressly approved the costs or expenses In Writing in advance;
18. Gradual deterioration;
19. Mould, mildew, fungus, or any loss or damage caused by changes in ambient temperature or climatic conditions;
20. Goods that are handled, inspected, seized, or confiscated by police, customs, local or national government agencies;
21. Loss or damage arising from repairing, cleaning fumigation or restoration;
22. Loss or damage caused by insects;
23. Loss or damage caused by vermin or other infestations;
24. Faulty design, manufacture or materials or any inherent or apparent defect in the Goods;
25. War, civil war, rebellion, civil unrest, riots, revolution, terrorism, pandemic or epidemic , nuclear or chemical contamination;
26. Radiation or contamination from nuclear fuel, nuclear waste or radiation of any kind;
27. Loss or damage caused by pressure waves caused by aircraft travelling at sub-sonic or supersonic speed;
28. Data corruption or computer viruses.
29. Stress or inconvenience.

#### **17. General Average**

The Cover includes insurance against General Average charges costs or expenses, including but not limited to salvage costs adjusted or determined according to a contract of affreightment, governing law, and or maritime practice, which are incurred to avoid or in connection with the avoidance of loss or safety of the cargo or the carrying vessel or both.

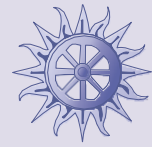
#### **18. Both to blame collision**

The Cover includes insurance against such proportionality of liability You are asked to pay under a contract of affreightment 'Both to blame collision "clause (The Clause).

In the event of a claim by the ship owners/operators under the Clause, You agree to notify the Remover or Claims Handlers and We will have the right at Our expense to defend You against any claim arising under the Clause

#### **19. Contracts (Rights of Third Parties) Act 1999**

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Cover. This Cover does not confer any rights or benefits on any third parties and no third party can make a claim under the Cover or enforce any rights under the Cover. This condition does not affect Your rights under the Cover.



## **20. Governing Law and jurisdiction:**

Unless agreed otherwise In Writing:

The law of England and Wales will apply.

The courts of England and Wales shall have exclusive jurisdiction.