

# Transit and Storage Insurance Guide International



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## INTRODUCTION

The Amica Insurance Company (DAC) is a specialist transit and storage insurer who has been providing insurance cover for its customers since 1997.

We specialise in providing cover against international transit and storage risks for customers of removal and storage companies based the United Kingdom.

Our experience, working alongside established names in the removal industry, has given us unique insight and understanding of our customer's risk management needs when relocating abroad. Our insurance products are designed to give you, the customer, peace of mind and to take care of the unexpected things that can happen from time to time.

You may hear people refer to our International Transit and Storage Insurance as "marine" insurance". This is a common name given to this type of cover and you would be forgiven for thinking that it covers just the sea voyage. This is not the case. Our policy covers all stages of the removal from collection to delivery and storage regardless of whether the goods are transported by road, rail, sea, or air.

This guide contains everything you need to know about the insurance cover we can offer you and the terms under which we are prepared to insure your goods.

We cannot overemphasise the importance of taking time to read through this guide, and the policy terms, so you can make a fully informed decision on whether the insurance we are offering is right for you. Neither we nor the remover can make that decision for you. If you have any questions then you should contact your remover in the first instance and they will be delighted to assist you.

Amongst other things this guide explains:

- The relationship between you (the customer) and Us Amica for AXA Versicherung AG and Others (Amica);
- The terms of the policy you can purchase from us through your remover;
- The role of the remover in relation to the sale of insurance products;
- The role of our appointed Claims Handlers.

## OVERVIEW

### The Policy

The policy is a legal contract between you the customer, and us, Amica.

It is based upon information you have provided when you discussed your requirements with the remover and the information you provide in the proposal form.

You must tell us about any material circumstances or changes which have occurred since you completed the proposal form. A

circumstance or change would be “material” if it would influence our decision to insure your goods or the amount of premium we would charge.

For example: You ask your remover to move additional goods to the goods you listed on the proposal form.

If you are not sure whether a circumstance or change is “material”, contact the remover who can seek advice from us if necessary.

It is important that you contact your remover and advise them of any changes you wish to make as soon as possible.

### Demands and needs

The policy wording can be found on pages 10 to 16 and explains the basis on which we are prepared to provide cover on your goods.

The policy is intended to meet your particular demands and needs in regards to insuring your goods against loss or damage during the course on international transit and storage.

No advice or recommendation is given, either by us or the remover, as to whether this policy will meet your particular demands and needs. Having read this guide it is entirely your decision as to whether the policy is what you require and whether it meets your demands and needs.

Please read through this guide carefully. It is important that you understand the cover that is on offer and the terms and conditions on which we are willing to provide cover, so you can make a fully informed decision on whether the cover meets your demands and needs.

### Cover

It is a pre- condition to us agreeing to insure your goods that you must insure all your goods. We will not insure selected items.

### Underinsurance (average)

To get the most benefit from this cover, it is important that you insure your goods for the full replacement value of the goods at destination. We understand the temptation to try to save money by under declaring the value of your goods. However, if you do not insure your goods for the full replacement value, it could affect the amount of money you can recover under the policy if you make a claim. See example below as to how underinsuring your goods can affect the amount you can recover if you make a claim.

Example: Goods are insured for £20,000. The true value of the goods is £25,000 so they are underinsured by £5000. A claim for £5000 is made. As the goods are only insured for 80% of their true value (£20,000) only 80% of the claim for £5000 is covered resulting in a settlement of £4000.

### Duration of cover

Subject to you paying the premium, your goods will be insured from the time the goods come into the care and control of the remover until they are redelivered to the address stated on your proposal form.

The cover includes 60 days free storage at origin and 60 days free storage at destination.

Cover 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 third party premises.

### Storage extensions

Where storage is required beyond 60 days, you must notify the remover and request an extension of the insurance and pay the appropriate storage extension premium.

Failure to pay the premiums or storage extensions premiums will bring the cover to an end and you will not be able to make a claim.

### Additional cover options

We are able to offer additional cover for:

- Loss or damage for electrical and mechanical derangement;
- Loss or damage caused by mould and mildew;
- Matching pairs, sets and suites;
- Packing and shipping costs.

Select your preferred option on the proposal form. The additional cover options listed above are subject to an additional premium.

### Institute Cargo Clauses 2009 (A)

The policy terms are based upon the Institute Cargo Clauses 2009 (A) which are considered to provide the widest insurance cover against potential transit 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 cargo, 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 to the ultimate destination.

General average also applies if a 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 you are covered against General Average claims made by the shipping line.

### Both to blame clauses

Shipping lines operate under specific terms and conditions which are set out in the bill of lading. These terms and conditions usually include what are known as “both to blame” clauses. These clauses state that in the event of a collision between two or more ships, if all ships are equally to blame, all those having a financial interest in the voyage, the cargo owners and the ships owners, must share 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 of the policy you are covered against claims arising from “both to blame” clauses.

## COMPLIANCE

### Data protection:

How your information will be used by us:

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 collect your information when you:

- Purchase our insurance products
- Make a claim under one of our insurance products

When providing information about others, who may be insured or may have a legal interest in the goods or in the insurance cover, you confirm that you have the consent of those individuals to supply us with their personal information.

The type of personal information we collect and process

- Your name and address (collection, delivery, and/or temporary);
- The name and address of those who may have a legal interest/rights in the goods or in the insurance cover;
- Telephone numbers mobile/landline;
- E-mail addresses (home/work);
- Bank account details;
- Debit/credit card details.

Who we share personal information with

Your personal information or information about your policy or claim may be shared with others to:

- Provide you with insurance cover;
- Process claims;
- Review and process any complaint you may make in regard to the sale of insurance products or in relation to your claim;
- Prevent or detect crime;

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

Your personal information will not be disclosed to anyone other than your remover (including their appointed sub-contractors or agents), our appointed claims handlers, or loss adjusters, except where we:

- Have your consent to do so;
- Are required to by law;

If you make a claim, it will be necessary to share your personal information with others such as claims handling agents, restorers, investigators or loss adjusters. The personal information is shared with them on the understanding that it will not be used for any other purpose than to assist in processing your claim.

### Regulatory status

Your remover is a member of the British Association of Removers (BAR) and it is a term of its membership that it complies with the BAR Code of Conduct which is sponsored by the Trading Standards Institute. The Code of Practice can be obtained direct from the remover.

The BAR requires removers, who offer insurance products on behalf of insurance companies, to hold voluntary membership of the Financial Ombudsman Service.

Amica for AXA Versicherung AG and Others is regulated.

## If you have a complaint

If you have a complaint it will be dealt with in accordance with the complaints procedure set out below depending upon the nature of your complaint..

### 1. Sale of insurance products:

Our insurance products are offered for sale by the remover and they have our authority to promote our insurance products and collect premiums on our behalf.

If you have a complaint in regard to the way the insurance has been offered or sold to you, 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 and you maybe asked to provide additional information to assist the remover with their review. Please co-operate fully with the remover while they carry out their review. The remover will provide you with a written response addressing your complaint within a reasonable time but no later than 2 weeks from the date of the initial complaint unless more time is required. The remover will keep you updated as to the progress of their review

If you remain dissatisfied with the response from the remover you can ask for your complaint to be escalated to our General Manager. The General Manager will review your complaint and the findings of the remover and then make a decision. The General Manager may ask you for additional information. Please co-operate with requests for additional information as this will assist in the resolution of your complaint.

### 2. Claims:

Claims are dealt with by our appointed claims handlers. In some cases this might be a dedicated claims handling agents or in some cases 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 is being dealt with, you should initially write to the claims handler and explain the reasons why you are dissatisfied and what you would like done to resolve your complaint.

It is important that we, and the claims handler, fully understand your expectations for the resolution of your complaint. The claims handler will then review the claim and respond to your complaint within two weeks. If you remain dissatisfied with the response you can ask for the matter to be reviewed by the claims handler's line manager.

Should the matter remain unresolved you can ask for the complaint to be reviewed by our General Manager. If the matter remains unresolved you can refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service will not intervene until we have been given an opportunity to resolve the matter with you.

Whatever the nature of your dissatisfaction, we believe that the chances for finding a solution to a complaint are increased where both parties engage in polite, mutually respectful dialogue and negotiate in the spirit of goodwill. Not all complaints' are straightforward and sometimes both parties must work together so that a compromise solution can be found.

## TERMS OF ENGAGEMENT

The terms of engagement below explain the relationship between you, (the customer) and the remover, us (Amica) and our appointed claims handlers.

The remover acts as agents for us under the terms of an agency agreement. Under the terms of the agency agreement the remover is authorised by us to:

- Offer our insurance products to its customers’
- Arrange insurance for the benefit of the customer;
- Collect premiums on our behalf;
- Assist claims handlers with the processing/settlement of claims;
- Settle claims.

Under the terms of the agency agreement the remover earns a brokerage fee of 25% on the placement of cover with us.

No representations are made, nor does the remover guarantee or warrant the present or future solvency or financial standing of us or any insurers or insurance products the remover offers now or in the future. The remover will not be liable for any delay or non-payment of any claim by Us.

Our appointed claims handlers act as our agents in regard to the processing and settlement of claims.

### Your rights to cancel

You have 14 days “cooling off” period from the date you receive this guide or the Insurance Product information Document (IPID) to satisfy yourself that the cover meets your demands and needs.

Should you decide that the cover does not meet your demand and needs, you can cancel the policy and we will refund you any premium already paid.

To exercise your right to cancel the policy, you must notify the remover before the start of the services, that is before the goods come into the care and control of the remover. The remover will send you a cancellation declaration for you complete and return to the remover. This cancellation declaration will be treated as your formal instruction to cancel the policy. Returning the cancellation declaration will trigger the cancellation of the policy and the refund.

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

If you do not exercise your right to cancel during the cooling off period your policy will continue.

In the event the remover has already started all or part of the services during the cooling off period, and /or a claim has been made, or is intended to be made, and/or an incident likely to give rise to a claim under the insurance has occurred, you will not be entitled to cancel the policy.



## Our rights to cancel

We have the right to cancel your policy at any time giving you 7 days notice in writing to your last known address if we consider that we have reasonable grounds to do so. Upon the expiry of the 7 day notice period the policy will come to an end immediately and your goods will no longer be insured.

If a claim has already been made, and the policy is cancelled, the premium will not be refunded.

Our notice will explain the reasons why the policy has been cancelled. Reasons for cancelling the policy include but are not limited to:

- Non payment of premiums or storage extension premiums;
- Failure to co-operate with the remover, claims handlers, or us in accordance with the terms of the policy, such as but not limited to, providing information or documentation which materially affects the ability of the remover, claims handlers or us to assess the potential risk of providing cover on your goods or to process a claim made under the policy;
- Fraud, misrepresentation or any attempt to gain an advantage under the insurance to which you are not entitled;
- The use of threats, abusive behaviour or language, intimidation, bullying or behaviour which in our reasonable opinion is unacceptable towards employees of the remover, claims handlers or Amica or those appointed to assist with the claim such as loss adjusters , suppliers, restorers or others.

## THE POLICY

The policy wording below sets out the terms and conditions under which we are prepared to insure your goods while they are in the care and control of the remover.

The policy is contract between you and Amica.

### 1. Definitions

Words or expressions appearing in the policy terms and conditions have been defined and they will have the meaning set out below whenever they appear in the policy terms and conditions:

“Amica” means Amica for AXA Versicherung AG and Others (Designated Activity Company);

“Both to blame” means a clause in the contract of affreightment requiring cargo owners and shippers to make a contribution towards losses arising from a collision at sea;

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

“Claims Handlers” means claims handlers appointed by Us to process Claims on our behalf made under the Policy;

“Exclusion” means something the policy does not cover as listed in the “Exclusions”;

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

“Excluded Items” means specific items or things that the policy does not cover;

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

“Goods” means items for non-commercial use which are subject to the removal/storage services;

“High Value Items” means any Item You have listed on the Proposal Form as being over £500;

“In Writing” includes e-mail;

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

“Money” means cash, current bank and currency notes, cheques, traveller’s cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, season tickets, loyalty, cards, gift tokens, lottery tickets, trading stamps, gift vouchers, pre-paid phone cards, stamps for the payment of television licences, or utility bills;

“Premium” means the fee charged by Us in return for providing cover including Insurance premium Tax (IPT) including Premiums for Storage Extensions ;

“Pre-existing Damage” means damage to the Goods that is not caused during transit or storage and before the Goods came into the care and control of the Remover including but not limited to wear and tear;

“Policy” means this Policy as amended by Us from time to time;

“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 have been engaged by You to provide You with removal or storage services;

“Services” means transit by road rail, sea or air, storage and any other services provided by the Remover;

“Storage” means storage of the Goods by the Remover;

“Storage Extensions” means the continuation of the Policy while the Goods are in store;

“Sum Insured” means the maximum sum, together with any increases requested by You In Writing, declared by You on the Proposal Form;

“Terms” means all terms, exceptions, conditions and limitations which apply to this Policy;

“Total Loss” means damaged beyond repair, damaged beyond economical repair or damaged to such an extent that the Goods cannot

fulfil their original function;

“Transit” means the period that the Goods are in the care, custody, and control of the Remover for the purpose of carrying out the Services;

“We, Us or Our” means the Amica Insurance Company DAC (Designated Activity Company);

## 2. Geographical Limits

This Policy will apply to Services provided by the Remover to You around the world.

## 3. Cover

Subject to You paying the Premium (s) invoiced by the Remover, We agree to insure the Goods under the Terms of this Policy from the time the Goods come into the care and control of the Remover, meaning the Goods are in physical possession Remover, until they are, delivered to the destination address as notified by You, or when the Goods are handed out to You from Storage.

No other terms or conditions or variations to the Terms shall apply without Our express written consent prior to the start of the Services or before the Goods come into the care and control of the Remover.

## 4. Premiums

You agree to pay all Premiums.

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

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

You agree that We may deduct any outstanding Premiums from any settlement We make in respect of a Claim.

Failure to pay Premiums may result in the cancellation of the Policy.

## 5. Sum insured

The Sum Insured You enter on the Proposal Form must represent the full replacement value of the Goods as new at destination. You agree that Our liability to You under this Policy shall not exceed the Sum Insured declared by You.

## 6. Underinsurance

Your agree that if Your declared Sum Insured is less than the full replacement cost of all Your Goods at destination, Your Claim maybe reduced in proportion to the amount of under insurance.

## 7. Duration of cover

Subject to you paying the Premium(s), cover will commence when the Goods come into the physical care and control of the Remover for the purposes of Transit and or Storage. The cover will cease when the Goods are redelivered to You or the Goods are collected from the Remover by You or Your nominated agent or contractor.

## 8. Excluded Items

We will not insure and are not liable for Excluded Items. The following are Excluded Items:, jewellery, watches, smart watches, sun glasses, precious stones, Money, coins, bullion, deeds, bonds, securities, stamp or medal collections, furs, perfumes, tobacco, cigars, cigarettes, spirits , foodstuffs, medicines, drugs, perishable or corrosive goods, paint, pressurised containers or canisters, explosives, firearms, ammunition, flammables, flat pack furniture, pornography in any format, livestock, animals, plants, human or animal remains or ashes, mobile phones, tablets, smart hubs, memory sticks, SD cards, information or data contained in any document or electronic device and any Goods packed by You or anyone other than the Remover.

## 9. Time limits for making claims

Claims made under this Policy must be notified In Writing to the Remover within the following time limits:

1. Within 7 (seven) days of delivery of the Goods or in the case of non-delivery 7 (seven) days from the date the Goods should have been delivered;
2. At the time of collection of the Goods from the Remover or the Remover's sub-contractor or agents by You or Your nominated agent or contractor;
3. At the time of delivery of the Goods where the Remover has been instructed to deliver the Goods to a third party such as, but not limited to, a third party warehouse or self-store.

Verbally advising the Remover will not be sufficient notification under this Policy. Notification of a Claim must be made In Writing.

Failure to comply with the time limits stated above could prejudice Us and may result in the Claim being declined by Us and all benefit under the Policy maybe lost.

An extension to the time limit for reporting claims maybe agreed in writing prior to the commencement of the services.

Whether an extension is granted, the length of the extension, and the terms and conditions of any agreed extension will be at Our discretion. If You know that You will be unable to meet the time limits for reporting a Claim due to the fact that You are away, travelling, have work commitments, or are indisposed for some reason, You should consider either delaying delivery until You are available or arranging for someone to receive the Goods and report any Claim on Your behalf.

If an extension is granted We reserve the right to charge an additional Premium in consideration to granting such an extension.

## 10. Making a Claim

You must notify the Remover In Writing within the time limits stated in Condition 9.

If Your Goods are damaged You should identify the Goods and describe the nature of the damage.

Do not repair or dispose of any Goods that are damaged unless You have the written approval of the Claims Handlers.

If You are making a Claim for missing Goods, You should identify the missing Goods on the packing list and Proposal Form and give a full description of the Goods.

You must confirm In Writing the amount You are claiming for each item and the basis in which the amount is claimed for example the cost of repair.

## 11. Information

You maybe asked to provide information that is reasonably required to substantiate Your Claim.

If requested, damaged Goods must be made available for inspection either by the Claims Handlers or a third party appointed by the Claims Handlers to assist in the Claim such as a restorer, loss adjuster or expert.

You will only be asked for information relevant to Your Claim such as, but not limited to;

- Evidence in whatever form to support the amounts claimed;
- Receipts;
- Reports detailing damage;
- Third party correspondence;
- Photographs;
- Video footage;
- Proof of ownership;
- Operating manuals;
- Extended warranty/guarantee details

- Valuations;
- Crime reference numbers;
- Details of any other policy of insurance that covers 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 Your Claim and in some cases may result in Your Claim being declined.

You must tell the Claims Handlers about any previous insurance related incidents that have involved the Goods which are subject to the Claim, including but not limited to, fire, water damage, theft, accident or if they have been repaired or restored or subject to a previous transit/storage claim.

## 12. Duty to mitigate Your loss

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

## 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 the Claims Handlers or Us with misleading or incorrect information, false documents, or makes a Claim or part of any Claim that is fraudulent, false or exaggerated, We may at Our option reject the Claim, reduce the amount of any settlement, and or cancel or void (treat it as it never existed) the Policy without refund of the Premium and apply a cancellation charge.

If, in Our reasonable opinion, We consider that an attempt has been made to submit a fraudulent claim or if fraud has been committed, We will cancel or void (treat it as it never existed) the Policy without refund of the Premium, apply a cancellation charge, recover from You any costs We or the Remover has incurred in dealing with the Claim, and pass the details to law enforcement agencies.

## 15. Basis of settlement

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

We/the Claims Handlers can choose one of the following options to settle the Claim:

- Pay You a cash settlement to cover the cost of repairs; or
- Arrange repairs at Our cost; or
- Pay You a cash settlement to reflect the damage and any loss of appearance;
- In the event of loss of Goods replace the lost Goods with a replacement of similar quality; or
- In the event of loss Goods pay You a cash settlement so You can replace the item or Goods with replacements of similar quality;
- In the event of a Total Loss, replace the Goods with a replacement of similar quality; or
- In the event of Total Loss, pay You a cash settlement for the Goods to cover the cost of a replacement of similar quality.

### Repair

We will only pay for repairs to damages caused in Transit or Storage. We will not pay for Pre-existing damage.

If Goods can be economically repaired, they will not be considered to be a Total Loss and there is no obligation on Us to replace them as new.

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

Alternatively, at Our option, We may arrange to have the Goods repaired and We will pay a third party to carry out the repair.

### Replacement/Total Loss

If the Goods cannot be economically repaired, the Goods will be considered to be a Total Loss and We may, at Our option, either pay You cash, based on the full replacement value of a replacement item of similar quality, or if an equivalent replacement is not available, pay You cash based upon the prevailing current market value of the Goods at the time the Goods were lost or damaged.

### Our option

The basis of any settlement under this Policy will always be at Our option.

### Salvage

If We agree to replace Goods which are a Total Loss or We pay You a cash settlement, the Goods will become Our property and the Goods must be released to the Remover or the Claims Handlers prior to the delivery of replacement Goods or payment of any cash settlement.

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

Lost Goods, which are subsequently located 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 the condition that all or part of the settlement is returned to Us.

### Clothing and linen

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

### 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 article of the same type, colour or design, We will only pay for the cost of repair or replacing the damaged or lost parts. We will not pay any additional costs for altering or replacing any item or parts which form part of the pair, set or suite or matches another article of the same type, colour or design unless You decide to take out additional cover (See Matching pairs , sets, or suites, waiver below).

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

On payment by You of an additional Premium We agree to waive the matching pairs, sets or suites clause above. The waiver is subject to the following conditions:

If the damaged or missing item of the pair or set or suite can be replaced with an exact replacement and at a reasonable cost, We reserve the right, at Our option to pay you cash compensation to cover the cost of replacement of the item only; and

If the item is damaged and can be repaired without affecting the appearance of the matching pair, set, or suite as a whole We will either pay for the repair of the item or We will pay You cash compensation to cover the cost of the repair in accordance with condition 15.

### Documents

The basis of settlement for lost or damaged documents will be limited to the value of the materials as stationery together with the clerical labour in writing the document. The limit for any one document will be £5.00 (five pounds) and the total limit for all documents will not exceed £100 (one hundred pounds) unless previously agreed with the Remover before the start of the Services.

Any value in the information contained within the document is not covered under this Policy.

### Electronic information data and software

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

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

#### High Value Items

High Value Items must be listed, In Writing, either on the Remover's acceptance form or such other written documents as maybe requested by the Remover. If an item is not listed it will be assumed for the purposes of this Policy and any subsequent Claim that the item's value is less than £500.

In the event of a Claim for a High Value Item, You maybe be asked to provide a professional valuation or purchase receipt in order to establish the items value and to confirm ownership. You agree to provide such information if it is requested. Failure to provide information which is reasonably requested may delay the processing of the Claim or affect the outcome of Your Claim.

Where it is alleged that an item ( High Value Item or not) has been stolen, it is a condition to making a Claim under this Policy, that You report the alleged theft to the police and provide the Clams Handlers' with the contact details for the investigating officer, the police station and the crime reference number.

#### Our limit

The most We will pay You for any Claim is the Sum Insured as declared by You for each Item listed on the Proposal Form.

Where You declared an overall value for a number or group of items We will apply an average value for each item.

For example if You have five vases and you have insured them for a total of £100 We will pay up to a maximum of £20 for each vase

## 16. Exclusions

This Policy does not cover and We will not pay for the following:

- i. Any item that is not listed on the Proposal Form
- ii. Pre-existing damage;
- iii. Loss, damage, costs or expenses due to Your misconduct;
- iv. Excluded Items;
- v. Lack of maintenance;
- vi. Creasing to clothes or household linen;
- vii. Loss or damage caused by leakage, loss in weight or volume or wear and tear ;
- viii. Loss or damage including but not limited to discolouration, arising from the nature of the Goods or any defect or inherent characteristic making the Goods susceptible to damage caused by but not limited to vibration, temperature, or humidity;
- ix. Electrical or mechanical failure or derangement unless directly attributable to obvious external physical impact damage;

#### Mechanical failure or derangement waiver

Additional cover is available at Your option subject to an additional premium. Please note that the additional cover will only cover mechanical or electrical failure or derangement arising from transit/storage. The Waiver will not cover, pre-existing faults or damage, or faults which are public knowledge such as those reported , discussed or feature in the press, media, or internet including but not limited websites or discussions forums, or due to incompatibility with power supplies or broadcast or transmitter frequencies.

- x. Loss of value or depreciation arising from loss or damage or repairs or restoration. We are insuring the Goods on the understanding that they are non-commercial Goods for domestic use only and are not subject to any agreement for their sale or purchase.
- xi. Indirect or consequential loss with shall include but 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 Your Claim, travel, time or other expenses;

- xii. Loss or damage caused by You or third parties such as but not limited to workmen, visitors, for family members;
- xiii. Costs or expenses incurred by You in preparation and submission of your Claim unless We or the Claims Handling Agents have expressly approved such costs or expenses In Writing before any costs or expenses are incurred;
- xiv. Gradual deterioration wear and tear shrinkage or movement;
- xv. Mould, mildew, fungus, or loss or damage caused by changes in ambient temperature or in climatic conditions unless caused or resulting from ingress of water during Transit or Storage. Additional cover is available at Your option for mould and mildew cover subject to You paying an additional Premium.
- xvi. Loss or damage caused by leakage of a liquid or substance from a bottle or similar container;
- xvii. Goods which are packed or unpacked by You or a third party;
- xviii. Goods that are handled, inspected, seized or confiscated by police, customs, local or national government agencies;
- xix. Loss or damage arising from repairing, cleaning, restoration or fumigation;
- xx. Loss or damage caused by insects;
- xxi. Loss or damage caused by vermin or other natural infestation;
- xxii. Faulty design, faulty manufacture or for any inherent or apparent defect in the Goods;
- xxiii. Loss or damage caused by war, civil war, rebellion, civil unrest, revolution, terrorism including but not limited to nuclear, chemical, biological means;
- xxiv. Loss or damage directly or indirectly caused by radiation or contamination from nuclear fuel, nuclear waste, or radiation of any kind;
- xxv. Loss or damage caused by pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed;
- xxvi. Corruption of data caused by a computer virus.

## 17. General Average

This Policy covers You against General Average and salvage charges adjusted or determined according to the 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:

This Policy covers You against such proportion of liability You are asked to pay under a contract for 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 Policy. This Policy does not confer any rights or benefits on any third parties and no third party can make a claim under the Policy or enforce any rights under the Policy. This condition does not affect Your rights as the insured under the Policy.

## 20 Governing law and jurisdiction:

Unless agreed otherwise in Writing:

1. The law of England and Wales will apply; and
2. The courts of England and Wales shall have exclusive jurisdiction