

## Open Fire Cover offered by Amica for AXA Versicherung AG and Others



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## INTRODUCTION

Within this guide is everything you need to know about the Cover we, (Amica) 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:

- The relationship between you (the customer) and Amica;
- The terms of the Cover;
- The role of the remover;
- The role of the appointed claims handlers;
- 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 terms set out on pages 10-16 of this guide explain the basis on which we, Amica, are prepared to insure your goods under the Cover. If you accept all the terms of the Cover we will be prepared to insure your goods against loss or damage caused by fire.

Our agreement to insure your goods is subject to you providing the remover with accurate and up-to-date information about your goods. For example; specific details of any high value items.

You must tell us about any material circumstances or changes which occur. A circumstance or change would be “material” if it would influence our decision whether to accept the risk of insuring your goods under the Cover, or the amount of premium we would charge. For example:

You ask the remover to move or store additional goods which are not included in their quotation or you request additional services.

If you are not sure if a circumstance or change is “material”, contact your remover and if necessary they can seek advice from us. 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 terms of the Cover can be found on pages 10 to 15. The wording explains the basis on which we are prepared to insure your goods.

Neither we nor your remover are qualified to give advice such as:

- whether to insure your goods,
- 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 the risk of fire. 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 storage services. Cover is not available on a selected item(s) basis.

## DURATION OF COVER

Subject to the payment of the premium, as invoiced by the remover, your goods will be insured while they are in storage.

Continuation of Cover while your goods are in store is subject to you paying the premium and insurance premium tax (IPT), where applicable, as specified in the remover’s invoices. Non-payment of the premiums may result in the cancellation of the insurance cover and you will lose all the benefits of the Cover.

## 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

#### Who we share your personal information with:

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

Amica is regulated and authorised by the Financial Conduct Authority No 2203301 (AXA)

The remover is a member of the British Association of Removers (BAR).

## IF YOU HAVE A COMPLAINT

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

### 1. Sale of 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 expectations are. 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 Amica. 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:

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 in the first instance:

Centry Services Ltd  
Customer Services  
10 Laxcon Close  
London NW10 0TG

If Centry Services are unable to resolve your complaint you can escalate your complaint to 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  
United Kingdom

Telephone: +44 (0)1843 823820

Fax: +44 (0)1843 823956

E-mail: [claims@icaltd.co.uk](mailto:claims@icaltd.co.uk)

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

Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel No: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme**

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

## TERMS OF ENGAGEMENT

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

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 possessions 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 storage**. 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.

After the cooling off period has lapsed You can cancel the Cover at any time during the period of storage however premiums previously paid will not be refunded. Cancellation will take effect from the date you return the cancellation form to the Remover.



## 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;
  - 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 against the risk of fire while the goods are in storage with 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.

**“Amica”** means Amica for AXA Versicherung AG and Others;

**“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;

**“Exclusion”** means something not covered;

**“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;

**“Geographical Limits”** means the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man;

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

**“High Value Items”** means and Item(s) You have declared to the Remover as being valued in excess of £500;

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

**“Money”** means cash, current bank 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;

**“Premium”** means the fee charged by Us 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;

**“Remover”** means the removal company or their appointed sub-contractors, servants or agents who store the Goods;

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

**“Sum Insured”** means the maximum sum, together with any increases requested by You in Writing and any adjustments made as a result of Index Linking, We will pay in regard to a Claim;

**“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;

**“We”, “Our”, “Us”** means Amica;

**“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 within the Geographical Limits.

### 3. Cover

Subject to You paying the Premium as invoiced by the Remover and complying with the Terms, We agree to insure Your Goods against the risk of fire while the goods are held in Storage.

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. For example, if the Sum Insured is equal to 75% of the actual cost to replace the Goods, We will pay You only 75% of the quantified loss in settlement of Your Claim.

#### 7. Duration of cover

Subject to paying the Premiums', Cover will commence when the Goods come into the Remover's store. The Cover will cease when the Storage period comes to an end either by delivery to You or when the Goods are collected from Storage.

#### 8. Index linking

The Sum Insured maybe increased during the period of Storage in line with the Retail Price Index or such other suitable index. You agree to pay any increase in Premium applicable unless You instruct the Remover in Writing that You do not wish to increase the Sum Insured.

#### 9. Excluded Items

Excluded Items are items which are not covered by this insurance. We do not insure Excluded Items. The following are Excluded Items: Goods packed by You or anyone other than the Remover, 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.

#### 10. 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.

**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.**

## **11 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.

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.

## **12. Information**

You may be asked to provide additional information to substantiate You 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 may be directed on what photographs are required and what is to be included in the photograph);
- Video footage (You may be 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.

## **13 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.

## 14 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.

## 15 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 Handlers have incurred in dealing with the Claim;
- Pass details to the law enforcement agencies.

## 16. 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:

- Pay You cash to cover the cost of repairs; or
- Arrange and pay for repairs; or
- Pay You a cash settlement to reflect the damage and any loss of appearance; or
- Where the Goods are a Total Loss, replace the Goods with a replacement of similar quality or closest equivalent but no better than the Goods;
- 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 subject to the Claim.

Repair:

We will only pay for repairs to fire damage caused during the course of Storage. We will not pay for any Pre-Existing Damage. Where the Goods have Pre-existing Damage and fire damage, We will only pay for the repair to the damage caused by fire. 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 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.

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 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 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 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.

### 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. 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. 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 damaged documents will be the value as stationery. Our total liability for damaged 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 damage to electronic information, 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. 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 £500.

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.

### Our limit:

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

## 17 Exclusions

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

1. Excluded Items;
2. Pre-existing Damage;
3. Lack of maintenance;
4. Electrical or mechanical failure or derangement unless directly attributable to fire;
5. Loss, damage, cost or expenses due to You own conduct;
6. Wear and tear;
7. Dis-colouration or fading;
8. Defects or inherent characteristics making the Goods susceptible to damage caused by, but not limited to; vibration, changes in temperature, or humidity;
9. 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;
10. Indirect loss such as but not limited to loss or earnings, time spent in travel, or other expenses in the preparation and submission of Your Claim;
11. 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 Your Claim, travel time, or expenses;
12. 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;
13. Gradual deterioration;
14. Mould, mildew, fungus, or any loss or damage caused by changes in ambient temperature or climatic conditions;
15. Goods packed or unpacked by You or a third party;
16. Loss or damage caused by insects;
17. Loss or damage caused by vermin or other infestations;
18. Faulty design, manufacture or materials or any inherent or apparent defect in the Goods;
19. War, civil war, rebellion, civil unrest, riots, revolution, terrorism, pandemic or epidemic , nuclear or chemical contamination;
20. Radiation or contamination from nuclear fuel, nuclear waste or radiation of any kind;
21. Loss or damage caused by pressure waves caused by aircraft travelling at sub-sonic or supersonic speed;
22. Data corruption or computer viruses.
23. Stress or inconvenience.

## 18. 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.

## 19. 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.