



The Amica for AXA Versicherung AG  
and Others

# International Transit Insurance, Open Cover, offered by the Amica for AXA Versicherung AG and Others

Proposal Form



## HOW DO I INSURE MY HOUSEHOLD GOODS?

The first thing you need to do is to complete the proposal form.

To do this you will need to give the full replacement value of the item at destination. Full replacement value is the cost to replace as new the goods in the country where you are moving too.

Take time to read the Insurance Guide and this proposal form. If you have any questions or queries then please contact your Remover and they will be delighted to assist you.

Your Remover will be able to answer queries regarding the policy, however they cannot advise you on:

- How much you should insure your goods for;
- Whether you should insure your goods or not.

To arrange insurance, you must complete the Itemised Cover Form.

### FORM 1 – ITEMISED COVER, EXPLAINED

Form 1 is an inventory of common household items that you may wish to take to your new home overseas.

The form is split into two categories:

Category 1: applies to high value items; and

Category 2: applies to all other items in your consignment which are not so valuable.

You can add additional items in the blank spaces if they do not appear on the list or the descriptions do not match the item(s) you wish to insure. If you run out of space then please use a separate sheet of paper. If you do use additional sheets make sure you number the pages and sign/initial and date each page and return the additional pages with the completed Proposal Form to the Remover.

#### Please note:

You must declare the full replacement value of the items as new at destination.

You must insure your entire consignment. The offer of insurance is for cover for the entire consignment. We (Amica) will not insure selected items.

Fine art items and antique items should be valued at their current market value.

Current market value differs from “replacement value” in that it is the amount the item would sell for in an open market (such as at public auction). In assessing the current market value, factors such as the age, condition of the item, and the prices obtained for similar items when offered for sale on the open market should be taken into account.

List the number of the particular items you have in the “No of Items” column next to the description on the proposal form. Then enter the value of the item which should be:

- Replacement at destination; or
- For fine art items or antiques the current market value.

If you have more than one of the same item, three televisions’ for example and they are not of equal value, then they must be listed separately. If they are not listed separately they will be treated as being of equal value in any claims settlement and you may receive a lower amount than the amount you have claimed.

#### Category 1 and 2 explained:

##### What is Category 1?

Category 1 is for fragile and high value items. The risk to these items by their very nature is considered by Us to be higher than Category 2 items.

If the value of the items in Category 1 exceeds 20% of your total replacement value an additional premium called an “uplift” is payable.

For example: if 30% of your consignment is made up of Category 1 Items- you will be asked to pay an additional 30% of the basic premium. The uplift reflects the higher risk associated with this mix of items within the consignment.

##### What is Category 2?

Category 2 items are less valuable items and items which are not considered to be high risk by insurers.

There is no uplift payable in regards to Category 2.

Please use additional pages if the form does not provide enough space for all your items.

[Click here to download the Itemised Cover Form](#)

Get the full benefit out of the policy:

To get the full benefit out of the policy you should:

- 1.insure your entire consignment;
- 2.insure your goods for the full replacement cost of the goods "as new" at destination;
- 3.fine art items and antiques should be insured for their current market value.

Be aware that if you underinsure your consignment We (Amica) will apply average to any claim. In simple terms, this means that if you insure your total consignment for half its true replacement value, We could reduce each and every part of your claim by half, see condition 6 "Under Insurance" of the policy terms and page 5 of the Guide to Open Cover International Transit

#### Owner packed goods:

The insurance will not cover goods that have been packed by you or others. The policy will only cover goods packed by the Remover or their sub-contractors' or agents.

#### What happens if I don't insure?

We cannot stress how important it is to take out insurance to cover your goods during international transit. No matter how well goods are packed or wrapped, ships can and do run aground and sometimes sink, vehicles collide with other vehicles, floods and fires can occur. All of these types of risks are covered by the policy.

If an item is lost or damaged as a result of the Remover or the Remover's agents' negligence or breach of contract, liability is limited to a fixed sum under the terms of the removal contract so you won't be able to claim for the cost of replacement as new. Even if the terms of the removal contract did not limit liability to a fixed sum, in law you would not be able to recover the cost of replacement as new. The most you would be able to recover would be cost of repair or the current market value of the item. By insuring your goods you will have another option for making a claim.

## OPTIONAL INSURANCE PROTECTION

Under the terms of the policy, if part of a pair or set is lost or damaged, We will only pay for the lost/damaged item even though the set may now be incomplete. Purchasing pairs' and sets cover will ensure that if part of a pair or set e.g. a dinner service, is lost or damaged, the entire set will, subject to the terms of the policy, be replaced or compensated for if we are unable to repair or replace the damage or missing part.

To purchase this optional cover add the items you wish to cover to Section R - Pairs and Sets.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

### Mechanical and Electrical Derangement

The policy provides cover for loss or damage to electrical and mechanical items where there are clear signs of external impact damage. It will not cover mechanical or electrical derangement where an item simply does not work and there is no obvious sign of damage.

Choosing this option will ensure that your electrical and mechanical items are covered against loss, damage and derangement, subject to the terms of the policy.

To include cover for mechanical and electrical derangement, include the items you wish to cover in Section S - Mechanical and Electrical Derangement.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

### Packing and Shipping

Packing and Shipping Insurance will cover you for the packing and shipping costs of your move. If your entire consignment is lost, you will be able to claim back your packing and shipping costs.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

To insure the packing and shipping charges simply enter the total figure of your removal charges in Section T - Packing and Shipping.

### Mould and Mildew

So long as there is a source of moisture, mould and mildew can develop on furniture clothing, books and any material that can absorb moisture

Mould and mildew damage is covered under the policy if it develops as a result of water (sea or rain) wetting the consignment during the course of transit or storage.

The following options are available for Itemised Cover to enable you to tailor the cover to your particular needs.

**Pairs and Sets** However mould and mildew can also develop as a result of

changes in atmospheric conditions. For example condensation forming as a result of changes in ambient temperature can, in the right conditions, cause mould and mildew to develop. The policy excludes damage caused as a result of changes in atmospheric conditions.

Cover against this risk can be purchased for an additional premium. To arrange cover tick the box in Section U.

### Storage extensions

If you require storage, the policy will cover your goods for up to 60 days at no extra cost.

If you keep your goods in storage for longer than 60 days you must tell your Remover and they will arrange for the cover to be extended.

You will have to pay an additional premium for any extensions whilst the goods are held in store beyond the initial 60 days.

### What happens in the event of a claim?

If you need to make a claim you must:

1. Contact the Remover;
2. Within 7 days of delivery notify the Remover in writing of the items lost or damaged;
3. The details of the claim will then be passed to our approved claims handling agents to deal with the claims on our behalf;
4. Within 60 days provide the claims handling agents with repair estimates and any other documentation requested for the processing of your claim. As with any type of claim, it is the responsibility of the person making the claim to obtain estimates and any evidence to support their claim;
5. Do not dispose of or repair any items or let the delivery agent remove any damaged items without the claims handlers' written consent.

## STORAGE EXTENSIONS

Your shipment is insured under an open cover policy from the time that your goods were packed to the time it reaches your residence at destination (as specified on your proposal form). If your consignment is going into store then this policy insures your consignment for the following time period:

Type of Goods	At origin	At destination
Household Goods	60 Days	60 Days
Motor Vehicles	60 Days	60 Days

If your goods remain in store after this time limit, we would advise you to request a Storage Extension. Storage premiums vary around the world and depend on many factors including size of consignment and number of months in store. You must ensure that your insurance cover is maintained until your goods are ultimately delivered to you, failure to do so may prejudice your ability to claim.

N/B Storage at Destination - Your goods must be stored in in the Remover's or remover's agents approved warehouse

### Arranging a Storage Extension

Your Remover will advise you of the rate charged for storage extension. It is your responsibility to contact your Remover to arrange storage extensions to your insurance cover.

Please note that insurance extensions for storage will not be arranged until payment has been received.

## 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.

“Amica” means The Amica for AXA Versicherung AG and

Others

(Designated Activity Company);

“Both to blame” means a clause in a contract of affreightment

creoqnutriribinugt itohne cargo owners and shippers to make a 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;

“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

Ranedm wovheicrh; are subject to the Services provided by the

“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 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;

“APmriecmaium” meTraannss tith Ien sfeuea ncchea rPgredp obsya lU sJ faonru tahrey 2C0o2v4er,

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 these

terms; “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 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 to You around the world.

### 3. Cover

Subject to You paying the Premium as invoiced by the Remover and complying with the Terms, We agree to insure Your 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.

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: 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.

#### 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 maybe 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:

- 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
- 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;
- Where the Goods are a Total Loss, replace the missing Goods with a replacement of similar quality or closest equivalent but no better than the missing 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.



### 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 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 chose 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 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 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.

Additional optional cover for matching pairs, sets or suites; On payment of an additional Premium, We are prepared to waive the Matching Pairs, Sets or Suites term above where replacement or repair of the lost or damaged items is not possible.

### 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, 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 £500.

In the event of a Claim for a High Value Item, You maybe 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.

### 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. Excluded Items;
3. Pre-existing Damage;
4. Lack of maintenance;
5. Electrical or mechanical failure or derangement unless directly attributable to obvious external physical impact;  
Additional optional cover for mechanical or electrical derangement  
Additional optional cover is available subject to additional Premium. This optional cover will only cover mechanical and electrical derangement arising from transit/storage. It will not cover pre-existing faults or damage, faults which are public knowledge such as those reported, discussed, or featured in the press, media, or internet including but not limited to websites and discussion forums, or loss or damage due to incompatibility with power supplies, broadcast or transmitter frequencies.
6. Loss, damage, cost or expenses due to You own conduct;
7. Creasing to clothes or household linen;
8. Loss or damage caused by leakage of liquid from a bottle or similar container,
9. Wear and tear;
10. Decolouration or fading;
11. Defects or inherent characteristics making the Goods

susceptible to damage caused by, but not limited to; vibration, changes in temperature, or humidity;

12. 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;
13. 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;
14. Loss or damage caused by You, workmen under Your control, visitors to Your home, other occupants of the collection or delivery address;
15. 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;
16. 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;
17. Gradual deterioration;
18. Mould, mildew, fungus, or any loss or damage caused by changes in ambient temperature or climatic conditions;  
Additional optional cover for mould and mildew  
On payment of an additional Premium, We are prepared to waive the exclusion for mould and mildew above so that You are covered against this risk.
19. Goods packed or unpacked by You or a third party;
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 super sonic speed;

28. Fire, lightening or explosion while the Goods are in store. Separate Fire cover is available upon request.

29. Data corruption or computer viruses.

30. 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.