



# INSURANCE COVER

**If you purchase the insurance arranged by us on your behalf for loss of or damage to your effects the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance our liability for loss of or damage to your effects whilst in our care, custody or control is limited by our trading conditions which form part of our contract with you.**

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance Underwritten 100% certain underwriters at Lloyd's in respect of syndicates XL Catlin 2003 & Munich Re 457 to cover physical loss or damage to your property within our "Open Cover" insurance arrangements as summarised below. You may inspect the policy at our office on request. Please note, the cover provided by Us is optional.

## TOTAL SUM INSURED

As declared to us on the acceptance form. Unless confirmed in writing by us prior to the move the sum insured shall not exceed:

- Household Removals & Storage: £25,000 any one customer
- Self Storage: £25,000 any one vehicle load

## INSURED PERILS

### Non Assisted Self-Storage

Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicle or railway rolling stock, impact by vehicle and collision or overturning of the conveying vehicle/trailer.

For Self Storage this insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit

### Assisted Self-Storage

Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, and impact by vehicle or railway rolling stock, impact by vehicle and collision or overturning of the conveying vehicle/trailer.

Where goods are loaded or unloaded by the employees of the contractor, accidental damage is covered where there is visible external damage to the carton/box.

This insurance is effective from the time your insured property is uplifted from your residence or business location for the commencement of the transit and continues, including storage, until your insured property is professionally delivered to the final destination.

## UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full total value of your effects. If you fail to declare the full replacement value of your effects, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

## BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

### **Household linen and clothing**

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality,

degree of use and consequent market value of any such lost or damaged item(s).

## Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

## POLICY EXCESS

You are required to pay the first GBP 100 of your claim, each and every claim.

## PAIRS & SETS CLAUSE

Where any items are part of a pair or set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

## YOUR DUTY TO PROVIDE INFORMATION

In deciding to accept this policy and in setting the terms including premium the Insurers have relied on the information which You have provided to them. You must take care when answering any questions the Insurers ask by ensuring that any information provided is accurate and complete.

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

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

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

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

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

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

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

in accordance with the Consumer right to Cancel.

## CLAIMS NOTIFICATION

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given. You have the option to notify your claim directly to either the removal/self-storage company or the Insurer's claims handlers, contact details of which are provided below. Unless a time extension has been requested by you, and agreed by the Company in writing, it is a general condition under this insurance



that full details of any losses and/or damages for removals and storage must be notified within 7 days after delivery or, in the case of non-delivery, within 7 days from when your property would normally be delivered. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages must be notified at the time of the discovery of the loss or of damage to your property or at the time of removal of your property from the store whichever is sooner.

### CONSUMER RIGHT TO CANCEL

#### Cooling Off Period

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

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

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

#### Cancellation Outside the Cooling Off Period

You have the right to cancel this insurance without penalty at any time prior to the commencement of the insurance. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

### CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd (ICA) who will do their best to resolve the problem. ICA's contact details are:

International Claims Agency Ltd,  
Unit 10, Invicta Way, Manston Park, Ramsgate, Kent CT12 5FD UK  
Telephone: +44 (0)1843 823820  
Fax: +44 (0)1843 823956  
E-mail: [claims@icaltd.co.uk](mailto:claims@icaltd.co.uk)

If **You** remain dissatisfied after ICA have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints  
One Lime Street  
London  
EC3M 7HA

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

Exchange Tower  
London  
E14 9SR  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: **From within the United Kingdom**  
Number:

0800 0234 567	calls to this number are free on mobiles and landlines
0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers

#### From outside the United Kingdom

+44(0)20 7964 0500  
Fax Number: +44(0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

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

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

### FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's is 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)

### FRAUD

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

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by the Insurers to You in respect of the claim; and
- (c) may by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

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

### SANCTIONS

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

### ACCESSIBILITY

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

### Privacy Notice

#### (How information about you will be used)

#### What Information we collect about you:

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

#### How your information will be used:

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



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

#### Your rights of access to your data:

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

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

#### AXA XL

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com)

For more information about how AXA XL process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

#### THIRD PARTY RIGHTS

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

#### EXCLUSIONS

The following exclusions apply to the cover as a whole.

The Insurers do not provide cover for any of the following:

1. Jewellery, Watches, Precious Stones and Stamps of all kinds subject to a limit of £500 any one customer, any one job.
2. Furs, fine arts, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, beers, spirits and the like subject to a limit of £10,000 any one customer, any one job.
3. Electronic items as defined herein subject to a limit of £10,000 any one customer, any one job.
4. Livestock, Plants, Explosives, Flammables
5. Any other goods which you are not permitted to submit for removal and/or storage under the terms of our trading conditions
6. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent or latent defect.
7. Loss or damage caused by moth, insect or vermin unless from an external cause.
8. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Remover.
9. Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicles or other conveyances.
10. Loss of data records other than cost of blank data carrying materials.
11. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals whilst the Customers’ property is waterborne.
12. Loss or damage in respect of goods in storage caused by or resulting from Terrorism.  
“Terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.  
This exclusion shall not apply to storage in the ordinary course of transit as more fully set out in the Termination of Transit Clause (Terrorism).
13. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril
14. Depreciation following repair or restoration of a damaged item.
15. Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:-
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
  - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
16. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:-
  - a. Any chemical, biological or electromagnetic weapon.
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
17. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
18. Loss of or damage to owner packed property arising from the following:
  - a. Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire or collision or overturning of the transporting conveyance.
  - b. Missing items of cartons or packages unless an itemised valued list of contents of each carton or package is supplied by you to the Company prior to commencement of transit.
19. Loss or damage resulting from any work undertaken against the professional advice of the removal crew