

# REMOVERS AND GENERAL INSURANCE – TERMS AND CONDITIONS

These are the terms and conditions of the Insurance provided by AXA Corporate Solutions and Royal & Sun Alliance Insurance plc (the Insurers) via Basil E Fry & Co Ltd (the Broker)

Loss and damage during transit and storage (excluding Fire & Perils) is insured by AXA Corporate Solutions. Fire & Perils in store is insured by Royal & Sun Alliance.

## DURATION OF COVER

The insurance is in force while your Household Goods and Personal Effects are in the custody and control of issuing Removers for removal and/or storage.

## RISKS COVERED

### Removal & Storage

Insurers will pay for all loss or damage on an Indemnity Basis, subject to the conditions and exclusions below, for the amount of their full value in like condition and similar age as declared by you to the Remover on the Acceptance of their Estimate or Quotation.

### Indemnity Cover

In the event of loss of or damage to goods, the basis of settlement shall be the current used value of the lost or damaged item, after deduction for age, wear and tear.

### Storage Only - (Collection and delivery not handled by Remover)

Cover restricted to risks of Fire, Aircraft, Explosion, Riot, Malicious Damage, Storm, Flood, Burst Pipes or Impact, (including vehicles) only.

## PROPERTY WHICH IS NOT INSURED

**A.** Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones.

**B** Perfumery, Tobacco Products, Foodstuffs, Wine, Spirits and the like, Firearms and Explosives.

**C.** Livestock, Plants or Perishable Goods of any kind.

## EXCLUSIONS

### Insurers will not pay claims for

1. Loss or damage caused by wear and tear, gradual deterioration inherent vice or latent defect.
2. Loss or damage caused by Vermin, Moth, Insects, Damp, Mould, Mildew, Rust or Atmospheric or Climatic Causes.
3. Damage resulting from goods being moved under your express instructions against Remover's advice.
4. Loss or damage caused by Leakage of Liquid from any Receptacle or Container.

5. Indirect or consequential loss of any kind or description.
6. Items not packed by the Remover unless they have been previously listed and disclosed to them. In the event of the loss of a container not packed by the Remover where the contents have not previously been listed and disclosed then Insurers will not pay more than £100 for its contents, or a lesser sum if its actual value is less.
7. Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by the Remover or his Subcontractor. In the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then Insurer's liability is limited to £100 or its actual value whichever is less.
8. Electrical, electronic or mechanical derangement to any electrical, electronic or mechanical items, unless external physical damage has occurred, or as a result of fire, derailment, collision or overturning of the conveying vessel, vehicle or aircraft. Any loss of or damage to electronic equipment resulting from configuration failure of the controlling software and/or microchip.
9. Structural damage to system or flat pack furniture or any reduction in its quality, arising solely as the result of dismantling or reassembly.
10. Confiscation or destruction or damage under the order of any Government, public or local authority.
11. The first £50.00 of any claim (The Policy Excess).
12. **(A) War.** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

**(B) Terrorism.** Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to

(i) the use or threat of force and/or violence

and/or

(ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

(C) any action taken in controlling, preventing, suppressing or in any way relating to (A) or (B) above

(D) **Radioactivity.** Ionising radiations from or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

(E) Loss, damage, liability or expense directly or indirectly caused by or contributed to or by or arising from

(i) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

(ii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

(iii) 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,

(iv) any chemical, biological, bio-chemical or electromagnetic weapon,

(v) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

13. Loss, damage or expense caused by any Terrorist or any person acting from a political motive whilst your effects are in transit.

## CONDITIONS

### Under Insurance

If the sum insured is less than the actual value of your property at the time of loss, then you will only be entitled to be paid that proportion of the loss which the sum insured bears to the value of the property removed and/or stored.

### Pairs and Sets

It is the intention to pay the actual value of individual items. It is not the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set, then Insurers will only pay the actual value of that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

### Insurers Rights

Subject to payment of the actual value of a damaged item by Insurers, they may at their discretion take over

ownership of the property. No property may be abandoned to Insurers.

### Fraud

If a claim is fraudulent in any way, it will not be paid. The insurance will be deemed not to have attached and no premium will be refunded.

### Jurisdiction

The parties to this contract have the right to choose the law that should apply. Insurers choose to apply English Law except for those customers who at inception of the contract are domiciled in Scotland, Northern Ireland, Channel Islands or Isle of Man where their own law will apply.

### Claims Notification

Any claim must be advised in detail to the Remover in writing within seven days of your removal or delivery from store. However if you arrange your own collection from store then any claim must be notified at the time of handing over.

### Complaints Procedure

If you have any cause for complaint, it is important you know we are committed to providing you with an exceptional level of service and customer care.

Any complaint you have should, in the first instance be addressed to your insurance intermediary, if you have one.

If your complaint is about the way a claim is handled, this should be addressed to our claim settling agents **Removal Claims Service (RCS)\***

If your insurance intermediary or RCS are unable to help you or if you obtained your insurance from us direct, you should write to us at the following address:

Head of Corporate and Compliance, AXA Corporate Solutions, 140 Fenchurch Street, London EC3M 6BL, or telephone us on: 0845 30 845 36.

If we have given you our final response and you are still dissatisfied, you may refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that considers complaints about general insurance products but it will only consider complaints if:

- We have provided you with written confirmation that our internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

The FOS can be contacted at: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone: 0845 080 1800 Fax: 0207 964 1001

Referral to the FOS will not affect your right to take legal action.

\* **Removal Claims Service is a trading name of Basil E Fry & Co Ltd who are authorised and regulated by the Financial Services Authority.**

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