

# Insurance Guidance Notes

If you purchase the insurance for loss or damage to your goods arranged by the Remover, the Terms and Conditions overleaf form the insurance cover you will benefit from as long as you declare the value of your goods to the Remover and pay any additional fees they require. The notes below explain the principles of the insurance, and are for guidance only.

## Please read the Insurance Terms and Conditions carefully before proceeding

### Why should I take out Insurance?

Your Removers will take every care to protect your goods. Unfortunately accidents can occur. This is why you are recommended to take advantage of the special arrangements made with Lonham Marine Underwriters who underwrite this insurance. If you do not wish to benefit from the insurance then any responsibility the Removers may have to you for loss or damage will be governed by their Trading Conditions which may limit both the circumstances and amounts available for compensation.

### Who are the Insurers?

This insurance is underwritten by Lonham Marine Underwriters acting for and on behalf of certain Underwriters at Lloyd's.

### How do I arrange Insurance?

This is quite simple. All you have to do is to accept the option shown on the Remover's estimate or quotation form, check that you have inserted a correct valuation for your goods, and to pay the Removers charges in full. The Insurance Terms and Conditions then confirm the extent of your insurance cover.

### How do I value my Goods?

The insurance is not "new for old" but on a Like for Like basis which means that you must declare the value your goods for their current used value taking into account their condition and age. If you do not declare a value then insurance cover for your goods will be limited to £5,000. It is essential that you do not under value your goods as the settlement of any claim may be reduced.

Please do not ask your Remover for guidance about your valuation. They are not valuers, and the responsibility for declaring the sum insured is yours

### What will Insurers pay for?

The insurance covers loss or damage to your goods whilst in the care of the Removers during removal and/or storage. Cover ceases as soon as your goods are delivered to you.

Storage only: If you do not require collection and delivery from store, only utilising the storage facility, then cover whilst in store is restricted and will not include theft or accidental loss or damage.

### Are there any Exclusions?

Yes. Every insurance cover has exclusions. There are certain goods that cannot be accepted for insurance and certain eventualities which are not insured. These exclusions and restrictions are clearly listed overleaf and you are recommended to familiarise yourself with these before proceeding.

Your attention is particularly drawn to the following exclusions and conditions:-

- ➔ Exclusion 7, which limits Insurer's liability for goods which you pack yourself.
- ➔ Exclusion 8, which excludes the unexplained failure of electrical, electronic or mechanical items unless they have also suffered external physical damage.
- ➔ The "Pairs and Sets" condition, which limits Insurer's liability to the value of a damaged item without reference to its value within the pair or set of which it is part.

### What if I have a claim?

You should report any loss or damage to your Remover as soon as possible and no later than 7 days after taking delivery. You will be issued with a claim form to be returned to the Remover, who will send it to the insurers claims settling agents, Removal Claims Service.

### Claim notification period

The insurance requires that claims be notified to the Remover within seven days of delivery. Loss or damage noticed at the time of delivery should be notified at that time. Any other item of claim should be notified within seven days.

This notification period is important both for you and insurers. It is essential that a close link is maintained between a claim and the incident giving rise to that claim. Where a claim is notified late, it may be more difficult for insurers to connect your claim to the removal &/or storage.

### How will my claim be assessed?

Your claim will be dealt with in accordance with the Terms and Conditions printed overleaf. The basis of settlement will be the cost of replacement, repair or monetary compensation at insurers option. In calculating a settlement the current used value of the lost or damaged item, after deduction for age, wear and tear will be taken into account.

If a cover excess is shown in the conditions overleaf, it will be deducted from your claim settlement.

### If you need to submit a claim....

Your claim will be dealt with as quickly as possible. You can help by:

- Only claiming for items and loss or damage covered by this insurance cover,
- Being realistic with the amounts you are claiming, and
- Submitting repair estimates with your claim form.

### Data Protection Act

In administering your insurance, insurers and their agents will follow the rules of the Data Protection Act when dealing with your personal information. Your details will be protected against unauthorised access. You have the right to see personal information insurers and their agents may hold about you. We recommend that you keep copies of the information you give to us. Your personal information may be shared with others, but only for the purposes of effecting insurance cover on your behalf and dealing with the claim, and for fraud purposes. This includes, but is not limited to passing information to insurance companies, loss adjusters, repairers and recovery agents

### PRECONDITION FOR INSURANCE

These are the Terms and Conditions of the insurance you have chosen. You will only be able to claim against this insurance cover if prior to the removal you have paid or agreed to pay the Removers charges.

### DURATION OF COVER

The insurance is in force while your goods are in the custody and control of Removers for Removal and/or Storage anywhere within the United Kingdom, the Channel Islands and the Isle of Man.

### RISKS COVERED

#### Removal & Storage

Insurers will pay for all loss or damage subject to these Terms and Conditions. Insurers will not pay more than the value as declared by you to the Remover on the Acceptance of their Estimate or Quotation. If you do not declare a value, then cover will be limited to an overall value of £5,000 or lesser value if the actual value is less.

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

Cover restricted to loss or damage caused by Fire, Explosion, Riot, Malicious Damage, Storm, Flood, Burst Pipes or Impact by vehicles and Aircraft or other aerial devices or articles dropped there from.

### PROPERTY WHICH IS NOT INSURED

Jewellery, Watches, Precious Stones and Metals, Explosives, Money, Coins, Bullion, Deeds, Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Livestock, Plants or Perishable Goods of any kind.

### EXCLUSIONS

#### Insurers will not pay claims for

1. Gradual deterioration, wear and tear, inherent vice or latent defect.
2. Loss or damage caused by Vermin, Moth or Insects.
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. Any financial loss other than loss, destruction or damage to the property insured.
6. More than £10,000 any one occurrence in respect office or commercial removals and associated storage for any combination of the following goods:
  - a) Bottled spirits; processed tobacco; tobacco products; bottled perfumery; clothing and/or footwear; televisions; digital cameras; audio equipment, video equipment and/or associated pre-recorded media;
  - b) New or unused computer equipment, associated software, electrical and/or electronic accessories; portable computers (including laptop, palm-top and/or similar equipment); mobile telephones (including cellular, WAP and/or similar equipment);
  - c) Hi-tech electronic components including system boards, memory boards, microchips, integrated circuits, microcontrollers, hard disks, memory SIMMS, memory DIMMS, memory, central processing units, PCMA cards and similar electronic components.
7. 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.
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.

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9. Depreciation arising from inadequate or substandard repairs or restoration of a damaged item.
10. The first £50.00 of any claim (the cover excess).
11. Loss of or damage to an motor vehicle while being driven under its own power except for the purpose of loading onto or unloading from the carrying conveyance or container.
12. Scratching, denting or marring of motor vehicles unless the Remover and you both agree and sign a "certificate of condition" or similar document stating the condition of the motor vehicle prior to shipment, noting all defects. Non-factory installed accessories not specifically declared and valued for insurance. Goods packed in motor vehicles unless packed by the Remover.
13. Confiscation or destruction or damage under the order of any Government, public or local authority.
14. **(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.**

- B 1. Loss, damage or expense of any kind directly or indirectly caused by or indirectly caused by resulting from or in connection with any act of Terrorism
- B 2. any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

"Terrorism" means any act including (but not limited to): the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

### **(C) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons**

- Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- C 1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - C 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - C 3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - C 4. 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
  - C 5. any chemical, biological, biochemical, or electromagnetic weapon.
- This exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith.

### **(D) Electronic Risks**

- Loss caused by, or contributed to by, or arising from:
- D 1. the failure of a system
  - D 2. the malicious partial or total destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data
  - D 3. malicious creation, amendment, input or use of electronic data
  - D 4. malicious acts resulting in total or partial inability or failure to receive, send, access or use electronic data (for any time or at all)
  - D 5. the taking of or failure to take any corrective or other action in connection with D1. to D4. above

For the purposes of this exclusion the expression:

"failure of a system" means the failure or inability of any system to: correctly recognise or utilise any data concerning a date as being such calendar date as the data is intended to represent

operate as a result of any command programmed in to the system utilising any date.

"system" includes computers and/or other computing and electronic and mechanical equipment linked to a computer, hardware, software, programs, data, electronic data processing equipment, microchips and anything which relies on a microchip for any part of its operation.

"microchip" includes integrated circuits and microcontrollers.

"Electronic data" means information represented or stored in electronic form; facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and including programs, software and other coded instructions for such equipment.

## CONDITIONS

### Under Insurance

If the value declared is less than the actual value of your goods at the time of loss, then you will only be entitled to be paid that proportion of the loss which the value declared bears to the value of the goods 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 goods. No goods may be abandoned to Insurers.

### Basis of Settlement

Insurers shall be entitled at their option to repair or replace any item lost or damaged (whether wholly or in part) or to pay cash. Insurers will not pay more than the amount of the items full value in like condition and similar age.

### 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.

### Contract (Rights of Third Party) Act

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

### Cancellation

If having examined your policy documentation you decide not to proceed with the insurance you will have 14 days to cancel it starting on the date you receive your Insurance Terms and Conditions. To cancel, please contact your remover. On receipt of your notice, we will refund any charges paid, except where your move has commenced and/or a valid claim has already been made or is intended to be made and/or an incident likely to give rise to a claim under this insurance has occurred.

Insurers may cancel cover at any time by giving 30 days notice to that effect in writing by pre-paid letter post to your last known address. We will refund the difference (if any) between the adjusted charges for the period during which insurance was in force and the charges actually paid.

### Law Applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this insurance cover shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

### Claims Notification

In the event of loss and/or damage for Insurers to make a payment under this insurance full details of any losses and/or damages incurred must be notified to the Remover within 7 days after delivery or 7 days after scheduled delivery in the event of non-delivery, unless a time extension has been agreed by Insurers in writing. These time limits apply whether or not your goods have been unpacked.

### Complaints Procedure

Any enquiry or complaint shall be addressed in the first instance to Robinsons International Moving Group and/or arranging broker Basil E. Fry & Company Ltd, Claire House, Bridge Street, Leatherhead, Surrey, KT22 8BZ. Telephone +44 (0)1372 385985.

If no satisfaction is obtained complaints should be referred to:-

1) Complaints Officer, Lonham Group Ltd, The Captain's House 81 Grimwade Street, Ipswich, Suffolk IPS 1LN. Tel: 01473 216116. Fax: 01473 230063. Email [lonham@lonham.co.uk](mailto:lonham@lonham.co.uk) OR

2) The Complaints and Advisory Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel 0207 3275693. Fax 0207 3275225. Email [complaints@lloyds.com](mailto:complaints@lloyds.com)

In the event you wish to pursue matters further you may be able to refer the matter to the financial Ombudsmen Service. The Financial Ombudsmen Service can normally deal with complaints from private individuals or small businesses and charities with an annual turnover of less than GBP 1 million. The Financial Ombudsmen Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Helpline 0845 0801800. Switchboard +44 (0)20 7964 1000