

# Removal Insurance with “Removers & General”

The “Removers & General” Policy is a dedicated insurance policy for Removal and Storage contractors to cover their customers effects against most risks whilst they are moving and storing them. The notes below explain the principles of the insurance, and are for guidance only. They do not form part of the insurance policy. The Summary on the reverse of this document contains the principal Terms and Conditions of the Insurance held by your chosen Removal and Storage Company. These Terms and Conditions will form the basis of the Insurance Cover you will benefit from as long as you declare the value of your effects to the Removal and Storage Company and pay any additional fees they require.

## Please read the 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 leading insurance companies who underwrite the Removers and General policy. 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?

The Removers and General policy is underwritten by Lonham Marine Underwriters Ltd

### 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 effects, and to pay the Removers charges in full. This document then becomes your confirmation of insurance.

### How do I value my Goods?

*“New for Old”*

In the event of total loss, destruction or damage beyond repair of any article under ten years old, the basis of settlement shall be the cost of replacing or reinstating the article, providing the article is substantially the same as but not better than the original when new.

“New for Old” cover shall not apply to household linen, Clothing, Floor Coverings or Curtains. Any claim for items of this nature will be dealt with on an indemnity basis.

### 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 policy 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, which are frequently misunderstood :-

- ➔ Exclusions 6 and 7, which limit 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 policy liability to the value of a damaged item without reference to its value within the pair or set of which it is part.

All Exclusions and Conditions within the policy are of equal standing.

### 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 but for items covered on a New for Old basis no deduction for age, wear and tear will be made.

If a policy 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 the policy,
- Being realistic with the amounts you are claiming, and
- Submitting repair estimates with your claim form.

### CUSTOMER CARE

Both Insurers and their claims settling agents, Removal Claims Services make every effort to provide a good service to customers taking advantage of this Insurance. If on any occasion service falls below the standard you would expect the procedure below explains what you should do. For the most efficient handling of your complaint, you should follow this procedure

1. Contact the person dealing with the matter outlining the nature of the problem.
2. If you remain dissatisfied, write to the Customer Care Director of Removal Claims Service who will give the matter his personal attention.
3. Should the matter still not be resolved to your satisfaction Removal Claims Service will provide you with details of the address and the person to contact at the Insurers.

If, after following the above procedure, your complaint has not been resolved to your satisfaction, you may have the right to refer the matter to the Financial Ombudsman Service at : South Quay Plaza, 183 Marsh Wall, London E14 9SR

### PRECONDITION FOR INSURANCE

This is a summary of the insurance held by the Removal and Storage Company (Remover) you have chosen. You will only be able to claim against the policy if prior to the removal you have paid or agreed to pay the Removers charges.

# REMOVERS & GENERAL INSURANCE SUMMARY

## DURATION OF COVER

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

## RISKS COVERED

### Transit & Storage

Insurers will pay for all loss or damage on a "New for Old", 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.

Exclusion: "New for Old"

Cover shall not apply to household linen, Clothing, Floor Coverings or Curtains. Any claim for items of this nature will be dealt with on an indemnity basis.

Indemnity Basis

Insurers will pay all loss or damage to items excluded from New for Old on an indemnity Basis, subject to the conditions and exclusions below, for the amount of their full value in like condition and similar age.

### 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 the 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 value declared 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 value declared 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.