



Summary of Cover – Removers & General – Customer Insurance Protection

Insurer: Lonham Group Ltd on behalf of Chaucer Insurance Company DAC UK Branch
Registered in the UK and operating from offices at:
The Maltings, Princes Street, Ipswich, Suffolk, IP1 1SB, United Kingdom

Overview

The Removers' and General Insurance Policy is an insurance policy for Removers to cover customers' property against loss or damage whilst being moved and/or stored. This Summary of Cover is for your guidance and explains both the principles of the cover and the terms and conditions of the insurance. If you fulfil the obligations noted herein you will become the beneficiary of Remover's policy, subject to all terms and conditions noted below. In this document, "we", "us" and "our" means the Insurer. "You" and "your" means the beneficiary of this cover.

Your Remover is not able to provide any advice regarding the suitability of this cover and cannot provide any additional information other than what is contained within this document.

What is covered?

- ✓ Loss, destruction or damage to your property other than items and causes specifically excluded or restricted as stated within this Summary of Cover.
- ✓ The settlement of any claim shall be by replacement, repair and/or compensation at Insurers' option. Insurers will take into consideration the age, quality, degree of use and consequent market value of the items when calculating settlement.
- ✓ Cover is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent upon such repair.
- ✓ In respect of documents, the basis of claims settlement shall be limited to the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution but excluding the value of the information contained thereon.

Are there any restrictions on cover?

- ! **Average:** If the value declared by you is less than the total indemnity value of your property at the time of loss, then you will only be entitled to claim that proportion of the loss which the value declared bears to the total Indemnity value of your property.
- ! **Non Contribution:** If at the time of loss there is other insurance in force this cover shall only respond to the extent that losses are not recoverable under the other insurance.
- ! **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.
- ! **Owner Packed Exclusion:** Excluding Breakage, scratching, denting, chipping, staining and tearing of owner packed effects including trunks, suitcases and the like is excluded unless reasonably attributable to physical damage as a result of collision or overturning of road vehicle or other conveyance. Claims for missing items are excluded, unless a valued list of contents of each box or carton is supplied by you to the Remover prior to the commencement of the transit and the list is approved by Insurers.

Where am I covered?

- Cover is in force while property is in the custody and control of the Remover for transit and/or storage, subject to you declaring the value of your effects to the Remover.
- Law & Jurisdiction: English Law and the exclusive jurisdiction of the High Court of Justice, England will apply.

What are my obligations?

- To benefit from this cover you are required to accept the appropriate option shown on the Remover's estimate or quotation form and check that you have inserted a correct valuation for your property.

- You must declare the value of your property at its current used value taking into account condition and age. The cover provided is not on a 'new for old' basis.
- It is essential that you do not under value your property as the settlement of any claim may be reduced (see Average Clause above). Please do not ask your Remover for guidance about your valuation. The responsibility for declaring the correct value is yours.

What is not covered?

- ✗ **Excluded Property**
Jewellery, Watches, Precious Stones, Precious Metals, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds; Livestock, Pets; Furs, Perfumery, Tobacco products, Wines, Spirits and the like; Mobile Phones; Weapons, Arms, Ammunition or Explosives and/or parts, associated accessories, materials or ingredients of all kinds; Loss of data records other than the cost of blank data carrying materials.
- ✗ Accidental damage or theft where collection and/or delivery into storage is not handled by the Remover.
- ✗ Loss or damage caused by wear, tear, rust, gradual deterioration, inherent vice and latent defect.
- ✗ Loss, damage or expense attributable to your wilful misconduct.
- ✗ Loss or damage caused by mildew, mould, extremes of temperature or other atmospheric conditions.
- ✗ Loss or damage caused by moth, insect and vermin unless from an external cause.
- ✗ Loss or damage caused by ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property removed and/or stored.
- ✗ Loss or damage caused by leakage of liquid from any receptacle or container unless packed by the Remover.
- ✗ 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 vehicle or other conveyance.
- ✗ Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- ✗ Consequential loss, loss of market or delay of any kind or description.
- ✗ Damage resulting from goods being moved under your instructions against the Removers advice.
- ✗ Loss or damage from or liability or expense directly or indirectly caused by or contributed to, by, or arising from Radioactive Contamination, Biological, Bio-Chemical and Electromagnetic Weapons.



- ✘ Loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- ✘ Loss, damage, expense or liability of whatever nature arising out of or in any way connected with Cyber Attack whether directly or indirectly.
- ✘ Loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- ✘ Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts 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. Loss or damage in respect of goods in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive.

In respect of Motor Vehicles and Boats:

- ✘ Scratching, bruising, denting, marring and subsequent cost of repainting, rust, oxidation and discolouration unless a condition report is completed prior to the move; Risks whilst under own power except whilst loading to/from the shipping container or carrying conveyance.
- ✘ Theft of accessories, personal effects and tool kits but including loss of accessories if factory fitted.
- ✘ **Pairs & Sets Clause:** Where any items are part of a pair or set, Insurers will only pay the indemnity value for the actual parts which are lost or damaged. No payment will be made for articles that are not lost or damaged.

When and how do I pay?

- You must pay all charges due to your Remover in full before you can benefit from this cover. Please be aware that any insurance related charges are fees to cover the cost of administering this protection for you.

When does the cover start and end?

- **Removal / transit:** This cover is only to pay for loss or damage that occurred during the period of cover provided by the identified insurers. Where the cause of loss and/or occurrence date cannot be identified, this cover is only to pay for loss or damage where the removal/transit commenced during the period of cover provided by the identified insurers.
- **Storage:** This cover is only to pay for loss or damage discovered during the period of cover provided by the identified insurers.
- Cover will commence from time the property is professionally packed and/or uplifted from the residence of the Customer continues until the property is professionally delivered to the final destination, in accordance with the terms of the contract between the Remover and the Customer. If the goods are professionally unpacked, cover is extended to include the period of professional unpacking, provided this takes place within seven (7) days of delivery.
- Cover is provided during loading and unloading of your motor vehicle(s) to and from the Removers' shipping container or carrying conveyance whilst being driven under their own power.

How do I cancel the cover?

- You may cancel the contract by giving notice to the Remover prior to any packing of goods and/or commencement of the move. You may not cancel cover after packing and/or move has commenced unless goods are placed into storage for more than one month in which case notice of cancellation must be issued to the Remover prior to removal from storage.

What if I have a claim?

- **You must report any loss or damage to your Remover as soon as possible and no later than seven (7) days after taking delivery or the scheduled delivery date.** You will be issued with a claim form to complete and return to the Remover, who will send it to the Insurers and/or their claims settling agent.
- If no response is received within a reasonable time, please contact the Insurers' claims settling agent directly:
 - RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970
Email: info@removalclaims.co.uk
- The above notification period is important both for you and Insurers. **Where a claim is notified late, it may prejudice yours and/or Insurers position and affect how the claim is considered.**
- Your claim will be dealt with as quickly as possible. To enable claims to be dealt with promptly you should:
 - ✓ Only claim for items that are lost or damaged and covered by the policy,
 - ✓ Provide all available supporting documents without delay,
 - ✓ Submit repair estimates, evidence of original/replacement purchase price and, photographs of any damage with your claim form.
- **If any claim is found to be fraudulent in any respect, this cover shall become void and all claims shall be forfeited.**

Complaints notice

- Both Insurers and their claims settling agent, RCS, make every effort to provide a good service to customers whom are entitled to claim from this cover. If on any occasion service falls below the standard you would expect, we would like the opportunity to offer additional support to put things right. If you have any cause for complaint you should, in the first instance contact RCS at the address above.
- If no satisfaction is obtained, complaints should be referred to:
 - The Complaints Officer, Lonham Group Ltd, The Maltings, Princes Street, Ipswich, Suffolk, IP1 1SB, United Kingdom Tel: +44 (0) 1473 216 116, Email: lonham@lonham.co.uk, or,
 - Chaucer Insurance Company DAC – Complaints, 38 & 39 Baggot Street Lower, Dublin 2, D02 T938, Ireland. Tel: +353 1567 5580. Email: complianceenquiries@chaucergroup.com. CHAUCER INSURANCE COMPANY DAC is regulated by the Central Bank of Ireland
- In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate time.



TERMS AND CONDITIONS

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. In Clauses 8, 9, 10, and 11 We limit or exclude Our liability for loss and damage. We recommend You arrange insurance to cover Your goods. We are able to arrange insurance for Your benefit upon request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
- 1.2 Our Quotation is valid for twenty-eight days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:
 - 1.2.1 If the work does not commence within twenty-eight days of acceptance;
 - 1.2.2 Where We have given You a price including re-delivery from store within Our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;
 - 1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
 - 1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - 1.2.5 We have to collect or deliver goods at Your request above the ground floor and first upper floor.
 - 1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store;
 - 1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work). This may include (but is not limited to) situations in which it becomes apparent when We collect Your goods that there are additional items, goods or other load, of which We were not informed when We provided Our quote and which was not, therefore, included in the quote.
 - 1.2.8 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.
 - 1.2.9 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.
 - 1.2.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.11 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing;
 - 1.2.12 We have to pay operational charges in order to carry out the services, which may be brought in at any time by the law and amended at any time by the law. Such operational charges may include (but are not limited to) Low Emission Zone (LEZ) charges and congestion charges.
- 1.3 You agree to pay any reasonable charges arising from the above circumstances.

2. Work not included in the quotation

- 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble furniture of any kind
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 4.

- 2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.
- 2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services

3. Your responsibility

- 3.1 It will be your responsibility to:
 - 3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under clauses 8.1 and 8.2.
 - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
 - 3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the work.
 - 3.1.4 Be present or represented throughout the collection and delivery of the removal.
 - 3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the Goods.
 - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
 - 3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
 - 3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
 - 3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - 3.1.10 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them;
 - 3.1.11 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
 - 3.1.12 Arrange appropriate transport, storage or disposal of goods listed in clause 4.
- 3.2 Other than by reason of Our negligence or breach of contract, We will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities

4 Goods not to be submitted for removal or storage

- 4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.
 - 4.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms, fuels, oils, and ammunition.
 - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
 - 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.



- 4.1.4 We shall notify you in writing as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them. Should we refuse to accept the goods We will have no liability to You.
- 4.1.5 Perishable items and/or those requiring a controlled environment.
- 4.1.6 Any animals, birds, fish, reptiles or plants.
- 4.1.7 Goods which require special licence or government permission for export or import.
- 4.1.8 Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.
- 4.2 If You submit such goods without Our knowledge We will make them available for Your collection and if You do not collect them within a reasonable time We may apply for a court order to dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in disposing of the goods

5 Ownership of the goods

- 5.1 By entering into this Agreement, you guarantee that:
- 5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or
- 5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
- 5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods You will advise Us of their name and address in writing immediately.
- 5.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.
- 5.1.5 If You wish to transfer responsibility of this Agreement to a third party You will advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

6 Charges if You postpone or cancel the removal

- 6.1 If You postpone or cancel this Agreement, We reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1–6.1.4. We charge these fees based on an assessment of losses we have incurred as a result of You cancelling or postponing the removal. Examples of the types of loss We might incur are: administration/back office costs, being unable to re-fill a removal slot with another customer's work, or engaging employees to work for your booked removal. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
- 6.1.1 More than 10 working days before the removal was due to start: No charge.
- 6.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
- 6.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.
- 6.1.4 Within 24 hours of the move taking place; not more than 75% of the removal charge.
- 6.1.5 On the day the work starts or at any time after the work commences up to 100% of Our charges.
- 6.2 Cancellation/Postponement Waiver If offered, and paid for in advance of the commencement of the services, we agree to waive the charges in Clauses 6.1.1, 6.1.2 &
- 6.1.3 Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before Services commence. The Cancellation/Postponement charge will entitle You to only one Cancellation/Postponement.

7 Payment

- 7.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds at the time of booking the removal or storage period. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received. Such advance payments are protected under the BAR Advanced Payment Guarantee scheme, as detailed in the BAR Code of Practice. (T&C's apply)
- 7.2 In respect of all sums which are overdue to us, We will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

8 Our liability for loss or damage

- 8.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the work as stated in Condition 1.2.11 (Our Quotation).
- 8.2 Unless otherwise agreed in writing if we are negligent or in breach of contract We will pay You up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part.
- 8.3 For goods destined to, or received from a place outside the United Kingdom:
- 8.3.1 We will only accept liability for loss or damage
- (a) arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or
- (b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by Our failure to pack the goods to a reasonable standard where We have been contracted to pack the goods that are subject to the claim.
- 8.3.2 Where We engage an international transport operator, shipping company or airline to convey Your goods to the place, port or airport of destination, We do so on Your behalf and subject to the terms and conditions set out by that carrier.
- 8.3.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, You may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is Your responsibility to arrange adequate marine/transit insurance cover.
- 8.3.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly as a result of Our negligence or breach of contract.

- 8.4 For the purposes of this Agreement an item is defined as:

- 8.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
- 8.4.2 Any other object or thing that is moved, handled or stored by us.

9 Damage to premises or property other than goods

- 9.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. therefore Our liability is limited as follows:
- 9.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.
- 9.1.2 If We cause damage as a result of moving goods under Your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.
- 9.1.3 If We are responsible for causing damage to Your premises or to property other than goods submitted for removal and/or storage, You must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Agreement.

10 Exclusions of liability

- 10.1 We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is Your responsibility to insure Your Goods. If You ask Us in writing to arrange insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.
- 10.2 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.
- 10.3 Other than as a result of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of:
- 10.3.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
- 10.3.2 Moth or vermin or similar infestation.



- 10.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.
- 10.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.
- 10.3.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us.
- 10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 10.3.7 For any goods which have a pre-existing defect or are inherently defective.
- 10.3.8 For perishable items and/or those requiring a controlled environment.
- 10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 10.3.10 For items referred to in Clause 4.
- 10.4 No employee of Ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- 10.5 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Clause 11.1 below).
- 10.6 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:
- (a) there is no breach of this Agreement by Us or by any of Our employees or agents.
 - (b) such loss or damage is not a reasonably foreseeable result of any such breach.

11 Time limit for claims

- 11.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent otherwise we will not be liable.
- 11.2 We will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf. This must be in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event in detail within seven (7) days of delivery of the goods, in order to properly investigate the claim. We may agree to extend this time limit upon receipt of Your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld

12 Delays in transit

- 12.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.
- 12.2 If through no fault of ours We are unable to deliver Your goods, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.
- 12.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

13 Our Right to Hold the Goods (lien)

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement. (See also Clause 22). These include any charges that We have paid out on Your behalf. While We hold the goods You will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

14 Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the low cost independent Alternative Dispute Resolution (ADR) scheme provided by the British Association of Removers (BAR). Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR, Tel: 01923 699486, Fax: 01923 699481, Email: consumer.affairs@bar.co.uk. ADR does not prejudice Your right to commence court proceedings.

15 Our right to sub-contract the work

- 15.1 We reserve the right to sub-contract some or all of the work.
- 15.2 If We sub-contract, then these conditions will still apply

16 Route and method

- 16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on Our vehicles and/or the container may be utilised for consignments of other customers

17 Advice and information for International Removals

We will use Our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18 Applicable law

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If you currently reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

19 Your forwarding address

- 19.1 If You instruct Us to store Your goods, You must provide a correct and up to date address and telephone number and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us
- 19.2 If You do not provide an address or respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact you, We will charge you any costs incurred in establishing Your whereabouts.

20 List of goods (inventory) or receipt

Where we produce a list of Your goods (inventory) or a receipt and send it to You, it will be accepted as accurate unless You write to us within 10 days of the date of our sending, or within a reasonable period agreed between us, notifying Us of any errors or omissions

21 Revision of storage charges

We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.

22 Our right to Sell or dispose of the Goods

If payment of Our charges relating to Your goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove Your goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to You. The net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

23 Termination

If payments are up to date, We will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, You must give us at least 10 working days' notice (working days are defined in Clause 6 above). If We can release the goods earlier, We will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

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?

The insurance is not “new for old” but on an indemnity 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 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.

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.

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

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. 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 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 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.