



BAR Model Terms and Conditions INSURANCE

Introduction

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 or premises. We are able to arrange insurance for Your goods for Your benefit as detailed in our Removal Quotation and Acceptance Form. This insurance will be a separate contract and subject to the terms and conditions of the insurance policy details of which will be provided to you by way of a Summary of Insurance.

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 redelivery 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.

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- 4.1 **Goods not to be submitted for removal or storage**
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.
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.
- 7.2

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).
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.
- 8.2 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.	15 15.1 15.2	Our right to sub-contract the work We reserve the right to sub-contract some or all of the work. If We sub-contract, then these conditions will still apply.
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.	16 16.1 16.2	Route and method We have the right to choose the method and route by which to carry out the work and the location in respect of storage. 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.
9	Damage to premises or property other than goods	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.
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.	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.
10	Exclusions of liability	19	Your forwarding address 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.
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.	19.1	
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.	19.2	
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.	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.
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.	21	Revision of storage charges We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.
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).	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.
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.	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.
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.		

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SUMMARY OF OUR INSURANCE COVER

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

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

TOTAL SUM INSURED

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

- Household Removals & Storage: GBP100,000 any one customer
- Office/Commercial Removals: GBP100,000 any one vehicle load
- Self Storage: GBP25,000 any one customer

The sum insured can be increased on payment of an additional premium up to a maximum of GBP250,000 any one customer or vehicle load.

INSURED PERILS

We agree to cover you for all risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member States of the European Union, Scandinavia & Switzerland occurring whilst your insurance is effective.

This insurance is effective from the time your insured property is professionally packed and/or uplifted from your residence or business location for the commencement of the transit and continues, including storage, if any, until your insured property is professionally delivered to the final destination. If your property is professionally unpacked coverage is extended to cover the period of the professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of Self Storage is limited to the following perils:

- Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind

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

UNDER-INSURANCE

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

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation, taking into consideration at underwriters option the age, quality, degree of use and consequent market value. This policy is not "new for old" other than in respect of Self Storage contracts where New for Old cover applies.

Where "new for old" insurance has been purchased, in the event of the total loss or destruction of any article insured under this Insurance, the basis of settlement shall be the cost of replacing the article as new provided that the article is substantially the same as but not better than the original when new. **This basis of settlement shall not apply to household linen and wearing apparel**

Documents

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

POLICY EXCESS

You are required to pay the first GBP 50 of your claim, each and every claim.

PAIRS & SETS CLAUSE

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

YOUR DUTY TO PROVIDE INFORMATION

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

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

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

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

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

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

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

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

in accordance with the Consumer right to Cancel.

CLAIMS NOTIFICATION

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given. You have the option to notify your claim directly to either the removal/self-storage company or the Insurer's claims handlers, contact details of which are provided below. Unless a time extension has been requested by you, and agreed by the Company in writing, it is a general condition under this insurance that full details of any losses and/or damages for removals and storage must be notified within 7 days after delivery or, in the case of non-delivery, within 7 days from when your property would normally be



delivered. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages must be notified at the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.

CONSUMER RIGHT TO CANCEL

Cooling Off Period

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

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

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

Cancellation Outside the Cooling Off Period

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

CUSTOMER SERVICE AND COMPLAINTS

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

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

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

Lloyd's Complaints
One Lime Street
London
EC3M 7HA

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

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

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

From outside the United Kingdom

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

FRAUD

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

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

If We exercise Our right under (c) above:

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

SANCTIONS

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

ACCESSIBILITY

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

Privacy Notice

(How information about you will be used)

What Information we collect about you:

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

How your information will be used:

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

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

Your rights of access to your data:

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or



incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

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

AXA XL

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

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

THIRD PARTY RIGHTS

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

EXCLUSIONS

The following exclusions apply to the cover as a whole.

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

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